

Express Mail #ER126149280US — Dated: March 20, 2025

Kevin Walker, *sui juris, In Propria Persona* (PRO PER: NOT PRO SE)

C/o 30650 Rancho California Road #406-251

Temecula, California [92591]

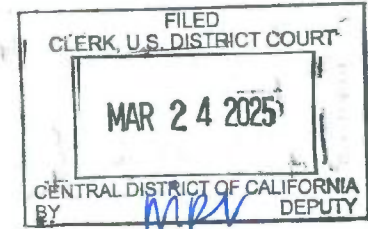
non-domestic without the United States

Email: team@walkernovagroup.com

Attorney-In-Fact, Executor, and Authorized Representative,
for Real Party(ies) in Interest/Plaintiff(s)

™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©,

™KEVIN WALKER© IRR TRUST



5:25 CV 040-WLH-MAA

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

™KEVIN WALKER© ESTATE, et al.,
Plaintiff(s)/Real Party(ies) in Interest,

vs.

Chad Bianco, et al.,
Defendant(s).

Case No.: 55:25-cv-00646-WLH

**PLAINTIFFS' NOTICE OF
ABSOLUTE DECLINE OF
MAGISTRATE JURISDICTION
AND DEMAND FOR FULL
ADJUDICATION BY AN ARTICLE
III JUDGE**

**PLAINTIFFS' NOTICE OF ABSOLUTE DECLINE OF MAGISTRATE JURISDICTION
AND DEMAND FOR FULL ADJUDICATION BY AN ARTICLE III JUDGE**

COMES NOW, Plaintiffs ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS
WALKER©, ™KEVIN WALKER© IRR TRUST (hereinafter "Plaintiffs" and/or
"Real Party(ies) in Interest"), by and through their Attorney-in-Fact, Kevin Walker,
who is proceeding *sui juris, In Propria Persona*, and by *Special Limited*
Appearance (NOT generally). Kevin is natural freeborn sovereign, one of the
people, and state Citizen of California the republic in its De'jure capacity as one of
the several states of the Union 1789. This incidentally makes him a non-citizen
national/national American of the republic as per the De'jure Constitution for the
United States 1777/1789.

Express Mail #ER126149280US — Dated: March 20, 2025

1 Plaintiffs, acting through their Attorney-in-Fact, assert their **inherent *unalienable***
2 right to **contract**, as secured by **Article I, Section 10** of the **Constitution**, which
3 states: "**No State shall... pass any Law impairing the Obligation of Contracts,**" and
4 thus which ***prohibits*** states from impairing the obligation of **contracts**.

5 This clause **unequivocally** prohibits states from impairing the obligation of
6 contracts, including but not limited to, a trust and contract agreement as an
7 '**Attorney-In-Fact**,' and any private contract existing between Plaintiffs and
8 Defendants. A copy of the '**Affidavit: Power of Attorney In Fact**,' is attached hereto
9 as **Exhibits A** and incorporated herein by reference.

10 Plaintiffs further rely on their inherent rights under the **Constitution** and the
11 **common law** — rights that **predate** the formation of the tatse and remain
12 safeguarded by **due process of law**.

13 **I. Constitutional Basis:**

14 Plaintiffs assert that their private rights are secured and protected under the
15 **Constitution, common law, and exclusive equity**, which govern their ability to
16 freely contract and protect their property and interests..

17 Plaintiffs respectfully assert and affirm:

- 18 • "The individual may stand upon his constitutional rights as a citizen. He is entitled
19 to carry on his **private** business in his own way. His power to contract is **unlimited**.
20 He owes no such duty [to submit his books and papers for an examination] to the
21 State, since he receives nothing therefrom, beyond the protection of his life and
22 property. His rights are such as existed by the law of the land [Common Law] long
23 antecedent to the organization of the State, and can only be taken from him by due
24 process of law, and in accordance with the Constitution. Among his rights are a
25 refusal to incriminate himself, and the immunity of himself and his property from
26 arrest or seizure except under a warrant of the law. He owes nothing to the public
27 so long as he does not trespass upon their rights." (*Hale v. Henkel*, 201 U.S. 43, 47
28 [1905]).

Express Mail #ER126149280US — Dated: March 20, 2025

- 1 • "The claim and exercise of a constitutional **right** cannot be converted into a
- 2 crime." — *Miller v. U.S.*, 230 F.2d 486, 489.
- 3 • "Where **rights** secured by the Constitution are involved, there can be no rule
- 4 making or legislation which would abrogate them." — *Miranda v. Arizona*, 384 U.S.
- 5 • "There can be no sanction or penalty imposed upon one because of this exercise of
- 6 constitutional **rights**." — *Sherar v. Cullen*, 481 F. 945.
- 7 • "A law repugnant to the Constitution is void." — *Marbury v. Madison*, 5 U.S. (1
- 8 Cranch) 137, 177 (1803).
- 9 • "It is not the duty of the citizen to surrender his rights, liberties, and immunities
- 10 under the guise of police power or any other governmental power." — *Miranda v.*
- 11 *Arizona*, 384 U.S. 436, 491 (1966).
- 12 • "An unconstitutional act is not law; it confers no rights; it imposes no duties; affords
- 13 no protection; it creates no office; it is, in legal contemplation, as inoperative as
- 14 though it had never been passed." — *Norton v. Shelby County*, 118 U.S. 425, 442
- 15 (1886).
- 16 • "No one is bound to obey an unconstitutional law, and no courts are bound to
- 17 enforce it." — 16 *Am. Jur. 2d*, Sec. 177, *Late Am. Jur. 2d*, Sec. 256.
- 18 • "Sovereignty itself remains with the people, by whom and for whom all
- 19 government exists and acts." — *Yick Wo v. Hopkins*, 118 U.S. 356, 370 (1886).

20 II. Supremacy Clause

21 Plaintiffs respectfully assert and affirm that:

- 22 • **The Supremacy Clause** of the Constitution of the United States (**Article**
- 23 **VI, Clause 2**) establishes that **the Constitution**, federal laws made
- 24 **pursuant to it**, and treaties **made under its authority**, constitute the
- 25 **"supreme Law of the Land"**, and thus **take priority over any**
- 26 **conflicting state laws**. It provides that state courts are bound by, and
- 27 state constitutions subordinate to, the supreme law. However, federal
- 28 statutes and treaties must be within the parameters of the Constitution;

Express Mail #ER126149280US — Dated: March 20, 2025

1 **that is, they must be pursuant to the federal government's enumerated**
2 **powers, and not violate other constitutional limits on federal power**
3 ... As a constitutional provision identifying the supremacy of federal
4 law, the Supremacy Clause assumes the underlying priority of federal
5 authority, **albeit only when that authority is expressed in the**
6 **Constitution itself; no matter what the federal or state governments**
7 **might wish to do, they must stay within the boundaries of the**
8 **Constitution.**

9 **III. PLAINTIFFS' NOTICE OF ABSOLUTE DECLINATION OF**
10 **MAGISTRATE JURISDICTION AND DEMAND FOR FULL**
11 **ADJUDICATION BY AN ARTICLE III JUDGE**

12 Plaintiffs hereby formally and unequivocally decline consent to the referral of any
13 proceedings, including but not limited to pretrial matters, hearings, rulings, or final
14 adjudications, to a United States Magistrate Judge pursuant to 28 U.S.C. § 636(c) or
15 any other applicable statute or rule.

16 As Plaintiffs and injured parties before this Court, Plaintiffs invoke their constitutional
17 right to have this case heard, presided over, and adjudicated solely by a duly appointed
18 United States District Judge who holds office under Article III of the United States
19 Constitution. This demand is made in strict adherence to constitutional principles that
20 ensure judicial integrity, independence, and the protections afforded to Article III judges,
21 including lifetime tenure and salary protection.

22 **A. Reasons for Declining Consent**

- 23 **1. Judicial Independence** – Article III judges enjoy lifetime tenure and salary
24 protections to safeguard against undue influence, ensuring impartiality and
25 judicial integrity as mandated by Article III, Section 1 of the United States
26 Constitution.
- 27 **2. Due Process and Fundamental Rights** – The appointment, tenure, and
28 constitutional protections afforded to **Article III judges** are essential in

Express Mail #ER126149280US — Dated: March 20, 2025

1 preserving the integrity of the judicial process and protecting Plaintiffs'
2 fundamental right to an impartial tribunal.

3 **3. Constitutional Adherence** – Plaintiffs seek adjudication by an Article III
4 judge to uphold the constitutional separation of powers and maintain
5 adherence to the mandates governing the federal judiciary.

6 **B. Demand for Exclusive Article III Jurisdiction**

7 Accordingly, Plaintiffs formally demand that this matter be assigned exclusively to
8 an **Article III District Judge** for *all* proceedings, including but not limited to
9 **pretrial matters, hearings, rulings, and final disposition of this case.** No US
10 Magistrate judge shall preside over **any** aspect of this litigation.

11 **C. Formal Notice of Non-Consent to Magistrate Jurisdiction**

12 This Notice serves as Plaintiffs' **formal and absolute declination of consent** to
13 magistrate jurisdiction. Plaintiffs do not and will not consent to any magistrate
14 judge's involvement in any phase of these proceedings. Plaintiffs respectfully
15 demand immediate reassignment to an **Article III judge *exclusively*** in accordance
16 with their **constitutional rights** and applicable law.

17 //

18 //

19 //

20 //

21 **COMMERCIAL OATH AND VERIFICATION:**

22 County of Riverside)
23) Commercial Oath and Verification
24 The State of California)

25 I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding
26 in good faith being of sound mind states that the facts contained herein are true,
27 correct, complete and not misleading to the best of Affiant's knowledge and belief
28 under penalty of International Commercial Law and state this to be HIS Affidavit of

Express Mail #ER126149280US — Dated: March 20, 2025

1 Truth regarding same signed and sealed this 20TH day of MARCH in the year of
2 Our Lord two thousand and twenty five:

3 proceeding sui juris, In Propria Persona, by *Special Limited Appearance*,
4 All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.

5 By: 
6 Kevin Walker, Authorized Representative,
7 Attorney-In-Fact, Secured Party, Executor, national, private bank(er)

8 //

9 Let this document stand as truth before the Almighty Supreme Creator and let it be
10 established before men according as the scriptures saith: "But if they will not listen,
11 take one or two others along, so that every matter may be established by the testimony of two
12 or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every
13 word be established" 2 Corinthians 13:1.

14 Sui juris, By Special Limited Appearance,

15 By: 
16 Steven MacArthur-Brooks (WITNESS)

17 Sui juris, By Special Limited Appearance,

18 By: 
19 Corey Walker (WITNESS)

20 //

21 **PROOF OF SERVICE**

22 STATE OF CALIFORNIA)
23) ss.
24 COUNTY OF RIVERSIDE)

25 I competent, over the age of eighteen years, and not a party to the within
26 action. My mailing address is the Delfond Group, care of: 30650 Rancho California
27 Road suite 406-251, Temecula, California [92591]. On or before March 21, 2025, I
28 served the within documents:

Express Mail #ER126149280US — Dated: March 20, 2025

1. **PLAINTIFFS' NOTICE OF ABSOLUTE ~~DECLINE~~ OF MAGISTRATE
JURISDICTION AND ~~DEMAND~~ FOR FULL ADJUDICATION BY AN ARTICLE
III JUDGE.**

By United States Mail. I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed below by placing the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepared. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail in Riverside County, California, and sent via Registered Mail with a form 3811.

Clerk(s), Magistrate Judge CRD Supervisor
C/o OPT OUT CONSENT-CLERK OF COURT
255 W. Temple Street
Los Angeles, CA [90012]
Express Mail #ER126149280US

Wesley L Hsu
C/o CLERK OF COURT
350 West 1st Street, Courtroom 9B, 9th Floor
Los Angeles, California [90012]
Registered Mail #RF775824098US

Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, Joseph Sinz, Nicholas O Gruwell,
C/o MENIFEE JUSTICE CENTER
30755-D Auld Road
Murrieta, California [92563]
Registered Mail #RF775824107US

Steven-Arthur: Sherman
C/o STEVEN ARTHUR SHERMAN
1631 East 18th Street
Santa Ana, California [92705-7101]
Registered Mail #RF775824115US

Chad: Bianco
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd Floor
Riverside, California [92501]

Express Mail #ER126149280US — Dated: March 20, 2025

Registered Mail #RF775824124US

By Electronic Service. Based on a contract, and/or court order, and/or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed below.

Clerk(s), Agent(s), Fiduciary(ies)
C/o CLERK OF COURT
255 W. Temple Street
Los Angeles, CA [90012]
optout_consent@cacd.uscourts.gov

Wesley L Hsu
C/o CLERK OF COURT
350 West 1st Street, Courtroom 9B, 9th Floor
Los Angeles, California [90012]
optout_consent@cacd.uscourts.gov

Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, Joseph Sinz, Nicholas O Gruwell,
C/o MENIFEE JUSTICE CENTER
30755-D Auld Road
Murrieta, California [92563]
ssherman@law4cops.com
jsinz@riversidesheriff.org
wpratt@riversidesheriff.org

Steven-Arthur: Sherman
C/o STEVEN ARTHUR SHERMAN
1631 East 18th Street
Santa Ana, California [92705-7101]
ssherman@law4cops.com
csherman@law4cops.com

Chad: Bianco
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd Floor
Riverside, California [92501]
ssherman@law4cops.com
csherman@law4cops.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 20, 2025 in Riverside County, California.

/s/Donnabelle Mortel/
Donnabelle Mortel

Express Mail #ER126149280US — Dated: March 20, 2025

NOTICE:

Using a notary on this document does *not* constitute any adhesion, *nor does it alter my status in any manner*. The purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction.

//

//

ACKNOWLEDGEMENT:

State of California)

) ss.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

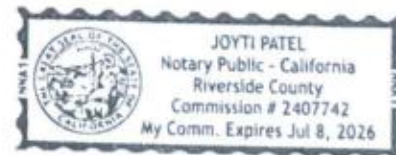
County of Riverside)

On this 20th day of March, 2025, before me, Joyti Patel, a Notary Public, personally appeared Kevin Walker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joyti Patel (Seal)



Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

Kevin Walker, *sui juris, In Propria Persona*
C/o 30650 Rancho California Road #406-251
Temecula, California [92591]
non-domestic without the United States
Email: team@walkernovagroup.com

Attorney-In-Fact, Executor, and Authorized Representative,
for Real Party(ies) in Interest/Plaintiff(s)
™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©,
™KEVIN WALKER© IRR TRUST

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

™KEVIN WALKER© ESTATE, et al.,
Plaintiff(s)/Real Party(ies) in Interest,

vs.

Chad Bianco, et al.,
Defendant(s).

Case No.: 5:25-cv-00646-WLH-MAA

PLAINTIFFS' **VERIFIED** NOTICE
AND DEMAND FOR IMMEDIATE
NON-DISCRETIONARY
EMERGENCY EX PARTE
INJUNCTION AS A MATTER OF
LAW WITHOUT HEARING

**PLAINTIFFS' VERIFIED NOTICE AND DEMAND FOR IMMEDIATE
NON-DISCRETIONARY EMERGENCY EX PARTE INJUNCTION AS A
MATTER OF LAW WITHOUT HEARING**

COMES NOW, Plaintiffs ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS
WALKER©, ™KEVIN WALKER© IRR TRUST (hereinafter "Plaintiffs" and/or
"Real Party(ies) in Interest"), by and through their Attorney-in-Fact, Kevin Walker,
who is proceeding *sui juris, In Propria Persona*, and by Special Limited
Appearance (NOT generally). Kevin is natural freeborn sovereign, one of the
people, and state Citizen of California the republic in its De'jure capacity as one of
the several states of the Union 1789. This incidentally makes him a non-citizen
national/national American of the republic as per the De'Jure Constitution for the
United States 1777/1789.

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 Plaintiffs, acting through their Attorney-in-Fact, assert their **inherent *unalienable***
2 right to **contract**, as secured by **Article I, Section 10** of the **Constitution**, which
3 states: "**No State shall... pass any Law impairing the Obligation of Contracts,**" and
4 thus which ***prohibits*** states from impairing the obligation of **contracts**.
5 This clause **unequivocally** prohibits states from impairing the obligation of
6 contracts, including but not limited to, a trust and contract agreement as an
7 '**Attorney-In-Fact**,' and any private contract existing between Plaintiffs and
8 Defendants. A copy of the '**Affidavit: Power of Attorney In Fact**,' is attached hereto
9 as **Exhibits A** and incorporated herein by reference.

10 Plaintiffs further rely on their inherent rights under the **Constitution** and the
11 **common law** — rights that **predate** the formation of the tatse and remain
12 safeguarded by **due process of law**.

13 **I. 'Attorney-in-Fact' : Legal Authority and Recognition:**

14 An **attorney-in-fact** is a **private attorney** authorized by another to act on their
15 behalf in specific matters, as granted by a **power of attorney**. This authority can be
16 **limited to a specific act** or extend to **general business matters** that are not of a
17 legal character.

18 According to **Bouvier's Law Dictionary, Black's Law Dictionary (1st, 2nd, and 8th**
19 **editions), and the American Bar Association (ABA):**

- 20 • An **attorney-in-fact** derives their authority from a written instrument,
21 commonly referred to as a "**power of attorney**."
- 22 • A **constituent** may lawfully delegate authority to an **attorney-in-fact** to act in
23 their place.
- 24 • This designation is distinct from an **attorney-at-law**, as it pertains to an
25 individual acting under a **special agency or letter of attorney** for particular
26 actions.
- 27 • Even individuals who are otherwise disqualified from acting in their own legal
28 capacity, such as minors or married women (historically referred to as **femes**

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 coverts), may act as an **attorney-in-fact** for others if they have the necessary
2 understanding.

3 **Black's Law Dictionary** defines an **attorney-in-fact** as follows:

4 *"A person to whom the authority of another, who is called the constituent, is by him*
5 *lawfully delegated. The term is employed to designate persons who are under special*
6 *agency, or a special letter of attorney, so that they are appointed in factum, for the deed,*
7 *or special act to be performed; but in a more extended sense, it includes all other agents*
8 *employed in any business, or to do any act or acts in pais for another."*

9 The **American Bar Association (ABA)** further affirms that the individual named in
10 a **power of attorney** is legally referred to as an **agent** or **attorney-in-fact** and has the
11 authority to take **any action expressly permitted in the document**. The **American**
12 **Bar Association (ABA)** official website explicitly states:

13 *"The person named in a power of attorney to act on your behalf is commonly referred to*
14 *as your "agent" or "**attorney-in-fact**." With a valid power of attorney, your agent can*
15 *take **any** action permitted in the document."* See Exhibit AA.

16 **II. Statutory and U.C.C. Recognition of 'Attorney-in-Fact' Authority:**

17 The authority of an attorney-in-fact is explicitly recognized in various statutory and
18 commercial codes, reinforcing its binding nature:

- 19 • **U.C.C. § 3-402**: Establishes that an authorized representative, including an
20 attorney-in-fact, can bind the principal in contractual and financial
21 transactions.
- 22 • **28 U.S.C. § 1654**: Confirms that "**parties may plead and conduct their own**
23 **cases personally or by counsel**", reinforcing the Plaintiffs' right to self-
24 representation and the use of an attorney-in-fact.
- 25 • **26 U.S.C. § 2203**: Recognizes executors, including attorneys-in-fact, in matters
26 of estate administration and tax liability.
- 27 • **26 U.S.C. § 7603**: Acknowledges that an attorney-in-fact may lawfully receive
28 and respond to IRS summonses on behalf of the principal.

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

- 1 • **26 U.S.C. § 6903:** Confirms that fiduciaries, including attorneys-in-fact, are
- 2 recognized in tax matters and are legally bound to act in their principal's best
- 3 interest.
- 4 • **26 U.S.C. § 6036:** Establishes that attorneys-in-fact can handle affairs related
- 5 to the administration of decedent estates and trust entities.
- 6 • **26 U.S.C. § 6402:** Grants attorneys-in-fact the authority to receive and
- 7 negotiate tax refunds and credits on behalf of the principal.

8 Plaintiffs have clearly presented a valid "**Affidavit: Power of Attorney In**

9 **Fact**" (Exhibit A), which lawfully confers upon them the authority to act in this

10 matter. The legal principles established by the UCC and statutory law further

11 **reinforce the binding authority of Plaintiffs' affidavits and agreements.**

12 Defendants' assertion that a **trust cannot be represented by an attorney-in-fact**

13 **contradicts well-established statutory, commercial, and legal principles.** By

14 denying this legal reality, **Defendants engage in intentional misrepresentation**

15 **and mockery of long-standing legal doctrine, further demonstrating their lack of**

16 **credibility and bad faith in these proceedings**

17 **III. Constitutional Basis:**

18 Plaintiffs assert that their **private rights** are secured *and* protected under the

19 **Constitution, common law, and exclusive equity**, which govern their ability to

20 freely contract and protect their property and interests..

21 Plaintiffs respectfully assert and affirm:

- 22 • "The individual may stand upon his constitutional rights as a citizen. He is
- 23 entitled to carry on his **private** business in his own way. **His power to contract**
- 24 **is unlimited.** He owes no such duty [to submit his books and papers for an
- 25 examination] to the State, since he receives nothing therefrom, beyond the
- 26 protection of his life and property. His rights are such as existed by the law of
- 27 the land [Common Law] long antecedent to the organization of the State, and
- 28 can only be taken from him by due process of law, and in accordance with the

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 Constitution. Among his rights are a refusal to incriminate himself, and the
2 immunity of himself and his property from arrest or seizure except under a
3 warrant of the law. He owes nothing to the public so long as he does not
4 trespass upon their rights." (*Hale v. Henkel*, 201 U.S. 43, 47 [1905]).

- 5 • "The claim and exercise of a constitutional **right** cannot be converted into
6 a crime." — *Miller v. U.S.*, 230 F 2d 486, 489.
- 7 • "Where **rights** secured by the Constitution are involved, **there can be no**
8 **rule making or legislation** which would abrogate them." — *Miranda v.*
9 *Arizona*, 384 U.S.
- 10 • "There can be no sanction or penalty imposed upon one because of this
11 exercise of constitutional **rights**." — *Sherar v. Cullen*, 481 F. 945.
- 12 • "A law repugnant to the Constitution is **void**." — *Marbury v. Madison*, 5
13 U.S. (1 Cranch) 137, 177 (1803).
- 14 • "It is not the duty of the citizen to surrender his rights, liberties, and
15 immunities under the guise of police power or any other governmental
16 power." — *Miranda v. Arizona*, 384 U.S. 436, 491 (1966).
- 17 • "An unconstitutional act is not law; it confers no rights; it imposes no
18 duties; affords no protection; it creates no office; it is, in legal
19 contemplation, as inoperative as though it had never been passed." —
20 *Norton v. Shelby County*, 118 U.S. 425, 442 (1886).
- 21 • "No one is bound to obey an unconstitutional law, and no courts are
22 bound to enforce it." — 16 *Am. Jur. 2d*, Sec. 177, *Late Am. Jur. 2d*, Sec.
23 256.
- 24 • "Sovereignty itself remains with the people, by whom and for whom all
25 government exists and acts." — *Yick Wo v. Hopkins*, 118 U.S. 356, 370
26 (1886).

27 **IV. Supremacy Clause:**

28 Plaintiffs respectfully assert and affirm that:

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 • **The Supremacy Clause** of the Constitution of the United States (**Article**
2 **VI, Clause 2**) establishes that **the Constitution**, federal laws made
3 **pursuant to it**, and treaties **made under its authority**, constitute the
4 **"supreme Law of the Land"**, and thus **take priority over any conflicting**
5 **state laws**. It provides that state courts are bound by, and state
6 constitutions subordinate to, the supreme law. However, federal statutes
7 and treaties must be within the parameters of the Constitution; **that is,**
8 **they must be pursuant to** the federal government's **enumerated powers**,
9 and **not violate other constitutional limits on federal power ...** As a
10 constitutional provision identifying the supremacy of federal law, the
11 Supremacy Clause assumes the underlying priority of federal authority,
12 **albeit only when that authority is expressed in the Constitution itself;**
13 **no matter what** the federal or state governments **might wish to do**, they
14 **must** stay within the boundaries of the **Constitution**

15 **V. IMMEDIATE AND IRREPARABLE HARM NECESSITATING**
16 **INJUNCTIVE RELIEF**

17 Plaintiffs demand an immediate ex parte injunction as a matter of law to restrain
18 Defendants from continued harassment, stalking, theft, extortion, coercion, and
19 intimidation under color of law. The failure to grant this injunction would result
20 in further irreparable harm and place the Court in direct complicity with ongoing
21 constitutional violations.

22 **FACTUAL BASIS FOR EX PARTE INJUNCTIVE RELIEF:**

- 23 1. On March 19, 2025, Defendants Nicholas O. Gruwell, Joseph Sinz, Gregory
24 Eastwood, Robert Bowman, and Ortiz willfully and unlawfully stalked
25 internationally protected person/national/non-citizen national, Kevin Walker,
26 as he entered the parking lot of EOS Gym in Temecula, California.
- 27 2. In a display of extreme, unnecessary, and unconstitutional force, Defendants
28 trespassed upon private trust property — a private transport/automobile clearly

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 displaying "PRIVATE" plates (See Exhibit U) — and, with armed force and
2 intimidation, forcibly stole said property.

3 3. The "NOTICE OF STORED VEHICLE" serves as *incontrovertible evidence* that
4 the private transport was *stolen*, as the form itself explicitly states that the
5 automobile was "STOLEN FROM" the location where it was legally parked.
6 A copy of the 'NOTICE OF STORED VEHICLE' is attached hereto as Exhibit
7 CC and incorporated herein by reference

8 4. Defendants then **escalated their conspiracy, racketeering, deprivation of rights**
9 **under color of law, and unconstitutional actions, using coercion, threats, and**
10 **unlawful obstruction to further prevent Plaintiffs from reclaiming their**
11 **private transport, including but not limited to:**

12 a. **Illegally refusing to release the unlawfully seized and stolen automobile**
13 **via a tow truck.**

14 b. **Illegally refusing to release the unlawfully seized and stolen private**
15 **transport/automobile via a "ONE TRIP PERMIT."** A copy of the 'ONE TRIP
16 **PERMIT'/BOND and CASH RECEIPT, is attached hereto as Exhibit DD**
17 **and incorporated herein by reference..**

18 5. Rather than acting in a **lawful, legal, and constitutional manner,**
19 Defendants **doubled down on their illegal activities by robbing and**
20 **extorting** Plaintiffs of Four **Thousand Two Hundred Ninety-Eight**
21 **Dollars (\$4,298)** through **threats, duress, coercion, and intimidation**
22 **under color of law, in direct violation of Plaintiffs' inherent *unalienable***
23 **right to travel.**

24 6. Plaintiffs were forced under threat, duress, coercion, and extortion to "Register"
25 the private transport/automobile, to take possession of their own property. A
26 copy of the 'REGISTRATION' and the 'CASH RECEIPT' and evidence of
27 'SPECIAL DEPOSIT' with said financial institution and bank is attached
28 hereto as Exhibit EE and incorporated herein by reference.

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

- 1 7. Defendants then further **robbed and extorted** Plaintiffs of **One Hundred and**
2 **Seventy-Five Dollars (\$175.00)** through **threats, duress, coercion, and**
3 **intimidation under color of law**, in direct violation of Plaintiffs' inherent
4 **unalienable rights**. A copy of the **CASH RECEIPT**, is attached hereto as Exhibit
5 **FF** and incorporated herein by reference
- 6 8. Defendants then engaged in conspiracy and racketeering with "S&R TOW
7 **TEMECULA**," to further **rob and extort** Plaintiffs of **Three Hundred and**
8 **Seventy-Four Dollars (\$374.00)** through **threats, duress, coercion, and**
9 **intimidation under color of law**, in direct violation of Plaintiffs' inherent
10 **unalienable rights**. A copy of the **CASH RECEIPT**, is attached hereto as Exhibit
11 **GG** and incorporated herein by reference
- 12 9. Defendants have *willfully* engaged in a pattern of ongoing harassment,
13 **stalking Plaintiffs within their own neighborhood**, employing **intimidation**
14 **tactics** in an attempt to **obstruct justice and coerce Plaintiffs into abandoning**
15 **their lawful claims**.
- 16 10. As a direct result of Defendants' unlawful conduct, Plaintiffs are suffering
17 **immediate and irreparable harm, including:**
 - 18 a. **Severe emotional distress,**
 - 19 b. **Unlawful deprivation of property,**
 - 20 c. **Threats to life, liberty, and security.**
- 21 11. Defendants have absolutely **failed to rebut multiple verified affidavits**, thereby
22 **admitting to all claims as a matter of law** through silent acquiescence, **tacit**
23 **procuration, collateral estoppel, stare decisis, and res judicata**.
- 24 12. There is no adequate remedy at law, as **monetary damages alone cannot**
25 **compensate for Defendants' ongoing threats, intimidation, and State-**
26 **sanctioned harassment**.
- 27 13. Therefore, an **immediate ex parte injunction** is **necessary and required as a**
28 **matter of law** to prevent further irreparable harm.

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

VI. 'SEPCIAL DEPOSIT' and 'MASTER INDEMNITY BOND': 31 U.S.

Code § 5312 and U.C.C. § 3-104

1. The notarized and indorsed VERIFIED COMPLAINT/NEGOTIABLE INSTRUMENT itself acted as a BOND, SPECIAL DEPOSIT, and/or MONETARY INSTRUMENT, as defined by **31 U.S. Code § 5312 and U.C.C. § 3-104**, supplemented by the MASTER INDEMNITY BOND (Exhibit N), and that the BOND also satisfies the procedural and substantive requirements of **Rule 67 of the Federal Rules of Civil Procedure**. **Exclusive equity** supports this claim, as it ensures that no competing claims will infringe upon the Plaintiffs' established rights to this bond of and will be reported on the forms 1099-A, 1099-OID, and/or 1099-B, with Plaintiff(s) evidenced as the CREDITOR(S).
2. Janet Yellen, said Successor(s), and/or the United States Treasury is the registered holder and fiduciary of/for Plaintiff(s)' the private **Two Hundred Billion Dollar (\$200,000,000,000.00 USD)** 'MASTER DISCHARGE AND INDEMNITY BOND' #RF661448567US, which was post deposited to private post registered account #RF 661 448 023 US. Said 'MASTER DISCHARGE AND INDEMNITY BOND' (#RF661448567US) expressly stipulates it is "insuring, underwriting, indemnifying, discharging, paying and satisfying **all** such account holders and accounts dollar for dollar against any and all pre-existing, current and future losses, costs, debts, taxes, encumbrances, deficits, deficiencies, liens, judgements, true bills, obligations of contract or performance, defaults, charges, and any and all other obligations **as may exist or come to exist** during the term of this Bond... Each of the said account holders and accounts **shall be severally insured, underwritten and indemnified against any and all future Liabilities as may appear, thereby instantly satisfying all such obligations dollar for dollar without exception** through the above-noted Private Offset Accounts up to and including the full face value of this Bond through maturity." A copy of

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 'MASTER DISCHARGE AND INDEMNITY BOND' #RF372320890US is
2 attached hereto as **Exhibit N** and incorporated herein by reference, **and will**
3 **serve as an additional CAUTION and/or BOND for immediate**
4 **adjustment and setoff of any and all costs associated with these matters.**

5 VII. **12 U.S.C. 1813(L)(1): The term 'Deposit' Defined**

6 As *considered, agreed, and stipulated* by Defendants in the unrebutted verified
7 commercial affidavits, contract agreement, and self-executing contract security
8 agreements (Exhibits E, F, G, and H), as under **12 U.S.C. 1813(L)(1)**, ["the term
9 'deposit' means — the unpaid balance of money or its equivalent received or held
10 by a bank or savings association in the usual course of business and **for which it**
11 **has given or is obligated to give credit**, either conditionally or unconditionally, to a
12 commercial, checking, savings, time, or thrift account, or which is evidenced by its
13 certificate of deposit, thrift certificate, investment certificate, certificate of
14 indebtedness, or other similar name, or a check or draft drawn against
15 a deposit account and certified by the bank or savings association, or a letter of
16 credit or a traveler's check on which the bank or savings association is primarily
17 liable: Provided, That, without limiting the generality of the term "**money or its**
18 **equivalent**", **any such account or instrument must be regarded as evidencing** the
19 receipt of the **equivalent of money** when credited or issued in exchange for checks
20 or drafts or for a promissory note upon which the person obtaining any such credit
21 or instrument is primarily or secondarily liable, or for a charge against
22 a deposit account, or in settlement of checks, drafts, or other instruments
23 forwarded to such bank or savings association for collection.["]

24 VII. **LEGAL BASIS FOR EX PARTE INJUNCTION WITHOUT HEARING**

25 A. **FRCP 65(b)(1) - Ex Parte Temporary Restraining Order (TRO) Must Be Issued**
26 **Immediately**

- 27 • **Federal Rule of Civil Procedure 65(b)(1) requires the Court to grant an ex**
28 **parte TRO without hearing if:**

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

- 1 1. The applicant **faces immediate and irreparable injury**;
- 2 2. The opposing party cannot be given prior notice **without exacerbating**
- 3 **the harm.**
- 4 • Defendants are **actively engaged in ongoing unlawful acts**, rendering any
- 5 delay in issuing this injunction a **direct violation of Plaintiffs' fundamental**
- 6 **rights.**

7 **B. Defendants' Silence Constitutes Absolute Legal Admission Under Tacit**
8 **Procuration**

- 9 • Multiple verified affidavits were lawfully served upon Defendants, and not
- 10 a single affidavit was rebutted.
- 11 • By operation of law, an **unrebutted affidavit stands as Truth in commerce**
- 12 (*United States v. Kis*, 658 F.2d 526, *Hale v. Henkel*, 201 U.S. 43).
- 13 • **Collateral estoppel, res judicata, and stare decisis** bar Defendants from
- 14 contesting the facts they have **already admitted** through their failure to
- 15 respond.

16 **C. Defendants Are Engaged in a Pattern of Criminal and Civil Rights Violations**
17 Plaintiffs invoke and demand immediate relief under the following **federal**
18 **statutes**, which Defendants have admitted to violating:

- 19 **1. 42 U.S.C. § 1983 – Civil Action for Deprivation of Rights Under Color of Law**
20 • Defendants unlawfully **seized property, engaged in harassment, and**
- 21 **extorted funds**, directly depriving Plaintiffs of constitutionally protected
- 22 rights.
- 23 **2. 18 U.S.C. § 242 – Criminal Deprivation of Rights Under Color of Law**
24 • Defendants' actions constitute **criminal conduct**, warranting **both civil**
- 25 **relief and criminal prosecution.**
- 26 **3. 18 U.S.C. § 241 – Conspiracy Against Rights**
27 • Defendants have engaged in a **coordinated scheme to violate Plaintiffs'**
- 28 **rights, which is a federal felony.**

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 **4. 18 U.S.C. § 1951 – Hobbs Act (Extortion and Coercion)**

- 2 • The **unlawful exaction of \$4,388 USD through threats and coercion**
3 **constitutes criminal extortion under federal law.**

4 **5. 18 U.S.C. § 1962 – RICO (Racketeer Influenced and Corrupt Organizations Act)**

- 5 • Defendants' pattern of **fraud, extortion, and coercion** meets the statutory
6 definition of **criminal racketeering under RICO laws.**

7 **VII. NOTICE to the COURT: A DEMAND is NOT a mere MOTION**

8 The Court is hereby placed on **legal and judicial notice** that Plaintiffs' *Demand* for
9 **Ex Parte Injunction as a Matter of Law** is not a mere "motion" requesting
10 discretionary relief but rather a **binding and enforceable legal notice** asserting an
11 **absolute right** to immediate injunctive relief as **a matter of law.**

12 This demand is made pursuant to **Federal Rule of Civil Procedure 65(b)(1)**, which
13 mandates that the Court "**shall**" issue a Temporary Restraining Order (TRO) **ex**
14 **parte** where **immediate and irreparable injury is established** and where notice
15 would be futile or exacerbate the harm. The word "**shall**" is not discretionary; it
16 imposes an **unequivocal, non-negotiable legal duty** upon the Court.

17 **VIII. A MOTION is a Request; A DEMAND Asserts a Right**

18 The Court must acknowledge and act upon the **fundamental and critical**
19 **distinction** between a motion and a demand:

- 20 1. **A motion seeks the Court's discretion** to grant relief.
21 2. **A demand asserts an absolute right** under statutory and constitutional law,
22 compelling the Court to act accordingly.

23 **IX. Plaintiffs' Demand for an Ex Parte Injunction is a Matter of Law,**
24 **Not Judicial Discretion**

25 Pursuant to **Federal Rule of Civil Procedure 65(b)(1)**, Plaintiffs reaffirm that the
26 issuance of an **ex parte injunction** in their favor is a **matter of law**, not judicial
27 discretion. The language of the Rule is mandatory and leaves **no room for judicial**
28 **interpretation or delay.**

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

Federal Rule of Civil Procedure 65(b)(1) States:

"The court may issue a temporary restraining order without written or oral notice to the adverse party or its attorney only if:

(A) specific facts in an affidavit or a verified complaint clearly show that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition; and

(B) the movant's attorney certifies in writing any efforts made to give notice and the reasons why it should not be required."

The Key Term "Shall" is Binding, Not Discretionary

The Court **must** issue an injunction where **irreparable harm is established**. The Defendants have **admitted to all allegations** through **tacit procurement** by failing to rebut multiple verified affidavits. Consequently:

- There is no genuine dispute of material fact.
- The Court has an affirmative, non-discretionary duty to issue immediate injunctive relief.
- Failure to act constitutes judicial complicity in ongoing violations of federal law.

The **Supreme Court has consistently held** that where statutory language mandates a specific judicial action, **courts lack discretion to deny relief** (*Lexecon Inc. v. Milberg Weiss Bershad Hynes & Lerach*, 523 U.S. 26, *Marbury v. Madison*, 5 U.S. 137).

X. NOTICE OF NON-DISCRETIONARY DUTY

Plaintiffs formally **demand** that this Court:

- 1. Issue an ex parte injunction immediately** without hearing, as **mandated** by FRCP 65(b)(1).
- 2. Acknowledge that no judicial discretion exists** where statutory and constitutional violations are established.
- 3. Recognize that any delay constitutes a failure to uphold the rule of law** and may result in legal consequences under **42 U.S.C. § 1983**.

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

XI. FINAL WARNING to the COURT

Should this Honorable Court dishonor Plaintiffs and fail to issue the demanded injunction, it will:

- Violate its judicial duty under FRCP 65(b)(1)
- Aid and abet ongoing constitutional violations
- Expose itself to liability for failure to protect Plaintiffs' fundamental rights

As a matter of law, this Court must act now. Any failure to issue an injunction is a direct abrogation of Plaintiffs' constitutional protections and will be treated accordingly.

DEMAND FOR RELIEF

WHEREFORE, Plaintiffs respectfully notice this Court and demand that this Court immediately issue an ex parte injunction without hearing, pursuant to FRCP 65(b)(1), constitutional protections, common law, and commercial law principles, restraining Defendants from:

1. Engaging in any further harassment, stalking, surveillance, or intimidation against Plaintiffs.
2. Interfering with Plaintiffs' right to travel, private property, or financial security.
3. Attempting any further extortion, coercion, or financial demands under color of law.
4. Retaliating against Plaintiffs in any manner related to this lawsuit.

//

LIST OF EXHIBITS / EVIDENCE:

1. Exhibit A: Affidavit: Power of Attorney In Fact'
2. Exhibit B: Hold Harmless Agreement
3. Exhibit C: Private UCC Contract Trust/UCC1 filing #2024385925-4.
4. Exhibit D: Private UCC Contract Trust/UCC3 filing ##2024402990-2 .
5. E Exhibit E: Contract Security Agreement #RF775820621US, titled: NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING,

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,
2 IDENTITY THEFT, EXTORTION, COERCION, TREASON.

3 6. **Exhibit F:** Contract Security Agreement #RF775821088US, titled: NOTICE OF
4 DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF
5 RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION,
6 COERCION, TREASON

7 7. **Exhibit G:** Contract Security Agreement #RF775822582US, titled: NOTICE OF
8 DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD,
9 RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE
10 COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION,
11 KIDNAPPING.

12 8. **Exhibit H:** Contract Security Agreement #RF775823645US, titled: Affidavit
13 Certificate of Dishonor, Non-response, DEFAULT, JUDGEMENT, and LIEN
14 AUTHORIZATION.

15 9. **Exhibit I:** Form 3811 corresponding to Exhibit E.

16 10. **Exhibit J:** Form 3811 corresponding to Exhibit F.

17 11. **Exhibit K:** Form 3811 corresponding to Exhibit G.

18 12. **Exhibit L:** Form 3811 corresponding to Exhibit H.

19 13. **Exhibit M:** INVOICE/TRUE BILL #RIVSHERTREAS12312024

20 14. **Exhibit N:** Copy of 'MASTER DISCHARGE AND INDEMNITY BOND'
21 #RF661448567US.

22 15. **Exhibit O:** Photograph(s) of Defendant/Respondent Gregory D Eastwood.

23 16. **Exhibit P:** Photograph(s) of Defendant/Respondent Robert C V Bowman.

24 17. **Exhibit Q:** Photograph(s) of Defendant/Respondent Willam Pratt.

25 18. **Exhibit R:** Affidavit 'Right to Travel': CANCELLATION, TERMINATION, AND
26 REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT
27 and AGREEMENT. LICENSE/BOND # B6735991

28 19. **Exhibit S:** Revocation Termination and Cancellation of Franchise.

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

- 1 20. **Exhibit T:** CITATION/BOND #TE464702, accepted **under threat, duress, and**
- 2 **coercion.**
- 3 21. **Exhibit U:** Photograph(s) of Private Transport's PRIVATE PLATE displayed on
- 4 the automobile
- 5 22. **Exhibit V:** Copy of "Automobile" and "commercial vehicle" defined by DMV
- 6 (Department of Motor Vehicles).
- 7 23. **Exhibit W:** Copy of CA CODE § 260 from <https://leginfo.legislature.ca.gov>.
- 8 24. **Exhibit X:** Copy of national/non-citizen national passport card #C35510079.
- 9 25. **Exhibit Y:** Copy of national/non-citizen national passport book #A39235161.
- 10 26. **Exhibit Z:** TMKEVIN LEWIS WALKER© Copyright and Trademark Agreement.
- 11 27. **Exhibit AA:** Copy of American Bar Association's 'Attorney In Fact' Definition.
- 12 28. **Exhibit BB:** Copy of Rule 8.4: (Misconduct) of the American Bar Association.
- 13 29. **Exhibit CC:** Copy of the 'NOTICE OF STORED VEHICLE' evidencing where it
- 14 was "*stolen from*".
- 15 30. **Exhibit DD:** Copy of the \$27 'ONE TRIP PERMIT' / BOND and CASH RECEIPT
- 16 31. **Exhibit EE:** Copy of the \$4,298 'REGISTRATION' and the 'CASH RECEIPT' and
- 17 evidence of 'SPECIAL DEPOSIT'
- 18 32. **Exhibit FF:** Copy of the \$175 CASH RECEIPT
- 19 33. **Exhibit GG:** Copy of the \$374 CASH RECEIPT
- 20 34. **Exhibit HH:** Photograph of Defendant Nicholas O Gruwell and Lopez
- 21 (ID#4165).
- 22 35. **Exhibit II:** Photographs of Defendant stealing the Plaintiffs' private transport.

WORDS DEFINED GLOSSARY OF TERMS:

24 As used in this Affidavit, the following words and terms are as defined in this
25 section, non-obstante:

- 26 1. **Attorney-in-fact:** A private attorney authorized by another to act in his place and
- 27 **stead, either for some particular purpose, as to do a particular act, or for the**
- 28 **transaction of business in general, not of a legal character. This authority is conferred**

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 by an instrument in writing, called a "letter of attorney," or more commonly a "power
2 of attorney." A person to whom the authority of another, who is called the constituent ,
3 is by him lawfully delegated. The term is employed to designate persons who are
4 under special agency, or a special letter of attorney, so that they are appointed in
5 *factum*, for the deed, or special act to be performed; but in a more extended sense it
6 includes all other agents employed in any business, or to do any act or acts in pais for
7 another. Bacon, Abr. Attorney; Story, Ag. § 25. All persons who are capable of acting
8 for themselves, and even those who are disqualified from acting in their own capacity,
9 if they have sufficient understanding, as infants of proper age, and femes coverts, may
10 act as attorney of other. The person named in a power of attorney to act on your behalf
11 is commonly referred to as your "agent" or "attorney-in-fact." With a valid power of
12 attorney, your agent can take any action permitted in the document. — See Bouvier's
13 Law Dictionary, volumes 1,2, and 3, page 282, Blacks Law Dictionary 1, 2nd, 8th, pages
14 105, 103, and 392 respectively, and the American Bar Association's website on 'Power
15 of Attorney' and 'Attorney-In-Fact'

16 2. **Attorney:** Strictly, one who is designated to transact business for another; a
17 legal agent. — Also termed attorney-in-fact; private attorney. 2. A person who
18 practices law; LAWYER. Also termed (in sense 2) attorney-at-law; public
19 attorney. A person who is appointed by another and has authority to act on
20 behalf of another. *See also* POWER OF ATTORNEY. *See*, Black's Law Dictionary
21 8th Edition, pages 392-393, Oxford Dictionary or Law, 5th Edition, page 38,
22 American Bar Association's website.

23 3. **financial institution:** a person, an individual, a private banker, a business engaged
24 in vehicle sales, including automobile, airplane, and boat sales, persons involved in
25 real estate closings and settlements, the United States Postal Service, a commercial
26 bank or trust company, any credit union, an agency of the United States Government
27 or of a State or local government carrying out a duty or power of a business described
28 in this paragraph, a broker or dealer in securities or commodities, a currency

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 exchange, or a business engaged in the exchange of currency, funds, or value that
2 substitutes for currency or funds, financial agency, a loan or finance company, an
3 issuer, redeemer, or cashier of travelers' checks, checks, money orders, or similar
4 instruments, an operator of a credit card system, an insurance company, a licensed
5 sender of money or any other person who engages as a business in the transmission of
6 currency, funds, or value that substitutes for currency, including any person who
7 engages as a business in an informal money transfer system or any network of people
8 who engage as a business in facilitating the transfer of money domestically or
9 internationally outside of the conventional financial institutions system. Ref, 31 U.S.
10 Code § 5312 - Definitions and application.

11 4. **individual:** As a noun, this term denotes a single person as distinguished from a
12 group or class, and also, very commonly, a private or natural person as distinguished
13 from a partnership, corporation, or association; but it is said that this restrictive
14 signification is not necessarily inherent in the word, and that it may, in proper cases,
15 include artificial persons. As an adjective: Existing as an indivisible entity. Of or
16 relating to a single person or thing, as opposed to a group.— See Black's Law
17 Dictionary 4th, 7th, and 8th Edition pages 913, 777, and 2263 respectively.

18 5. **person:** Term may include artificial beings, as corporations. The term means an
19 individual, corporation, business trust, estate, trust, partnership, limited liability
20 company, association, joint venture, government, governmental subdivision, agency,
21 or instrumentality, public corporation, or any other legal or commercial entity. The
22 term "person" shall be construed to mean and include an individual, a trust, estate,
23 partnership, association, company or corporation. The term "person" means a
24 natural person or an organization. -Artificial persons. Such as are created and
25 devised by law for the purposes of society and government, called "corporations" or
26 bodies politic." -Natural persons. Such as are formed by nature, as distinguished from
27 artificial persons, or corporations. -Private person. An individual who is not the
28 incumbent of an office. Persons are divided by law into natural and artificial. Natural

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

persons are such as the God of nature formed us; **artificial** are such as are created and devised by **human laws**, for the purposes of society and government, which are called "corporations" or "bodies politic." — See Uniform Commercial Code (UCC) § 1-201, Black's Law Dictionary 1st, 2nd, and 4th edition pages 892, 895, and 1299, respectively, 27 Code of Federal Regulations (CFR) § 72.11 - Meaning of terms, and 26 United States Code (U.S. Code) § 7701 - Definitions.

6. **bank**: a **person** engaged in the business of banking and includes a savings bank, savings and loan association, credit union, and **trust company**. The terms "banks", "national bank", "national banking association", "member bank", "board", "district", and "reserve bank" shall have the meanings assigned to them in section 221 of this title. An institution, of great value in the commercial world, empowered to receive deposits of money, to make loans. and to issue its promissory notes, (designed to circulate as money, and commonly called "bank-notes" or "bank-bills") or to perform any one or more of these functions. The term "bank" is usually restricted in its application to an incorporated body; while a **private individual** making it his business to conduct banking operations is denominated a "banker." Banks in a commercial sense are of three kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation. Strictly speaking, the term "bank" implies a place for the deposit of money, as that is the most obvious purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code § 221a, Black's Law Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117, 183-184, 139-140, and 437-439.

7. **discharge**: To cancel or unloose the obligation of a contract; to make an agreement or contract null and inoperative. Its principal species are rescission, release, accord and satisfaction, performance, judgement, composition, bankruptcy, merger. As applied to demands claims, right of action, incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul its obligatory force, to satisfy it. And here also the term is generic; thus a dent , a mortgage. As a noun, the word means the act or instrument by

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 which the binding force of a contract is terminated, irrespective of whether the
2 contract is carried out to the full extent contemplated (in which case the discharge is
3 the result of performance) or is broken off before complete execution. See, Blacks Law
4 Dictionary 1st, page.

5 8. **pay:** To *discharge* a debt; to deliver to a creditor the value of a debt, either in money or
6 in goods, for his acceptance. To pay is to deliver to a creditor the value of a debt, either
7 in money or In goods, for his acceptance, by which the debt is discharged. See Blacks
8 Law Dictionary 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.

9 9. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or
10 liability. by the delivery of money or other value. Also the money or thing so
11 delivered. Performance of an obligation by the delivery of money or some other
12 valuable thing accepted in partial or full discharge of the obligation. [Cases: Payment
13 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in satisfaction
14 of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and
15 3576-3577, respectively.

16 10. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability,
17 competency, liberty, permission, probability or contingency. — Regardless of the
18 instrument, however, whether constitution, statute, deed, contract or whatnot, courts
19 not infrequently construe "may" as "shall" or "must". — See Black's Law Dictionary,
20 4th Edition page 1131.

21 11. **extortion:** The term "extortion" means the obtaining of property from another, with
22 his consent, induced by wrongful use of actual or threatened force, violence, or fear,
23 or under **color** of official right.— See 18 U.S. Code § 1951 - Interference with
24 commerce by threats or violence.

25 12. **national:** "foreign government", "foreign official", "internationally protected person",
26 "international organization", "national of the United States", "official guest," and/or
27 "non-citizen national." They all have the same meaning. See Title 18 U.S. Code § 112
28 - Protection of foreign officials, official guests, and internationally protected persons.

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

13. **United States:** For the purposes of this Affidavit, the terms "United States" and "U.S." mean only the Federal Legislative Democracy of the District of Columbia, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, and any other Territory within the "United States," which entity has its origin and jurisdiction from Article 1, Section 8, Clause 17-18 and Article IV, Section 3, Clause 2 of the Constitution for the United States of America. *The terms "United States" and "U.S." are NOT to be construed to mean or include the sovereign, united 50 states of America.*

14. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive another of his right, or in some manner to do him an injury. As distinguished from negligence, it is always positive, intentional. as applied to contracts is the cause of an error bearing on material part of the contract, created or continued by artifice, with design to obtain some unjust advantage to the one party, or to cause an inconvenience or loss to the other. in the sense of court of equity, properly includes all acts, omissions, and concealments which involved a breach of legal or equitable duty, trust, or confidence justly reposed, and are injurious to another, or by which an undue and unconscientious advantage is taken of another. See Black's Law Dictionary, 1st and 2nd Edition, pages 521-522 and 517 respectively.

15. **color:** appearance, semblance. or simulacrum, as distinguished from that which is real. A prima facie or apparent right. Hence, a deceptive appearance; a plausible, assumed exterior, concealing a lack of reality; a a disguise or pretext. See, Black's Law Dictionary 1st Edition, page 222.

16. **colorable:** That which is in appearance only, and not in reality, what it purports to be. See, Black's Law Dictionary 1st Edition, page 2223

//

//

//

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

COMMERCIAL OATH AND VERIFICATION:

County of Riverside)
) Commercial Oath and Verification
The State of California)

I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS Affidavit of Truth regarding same signed and sealed this 19TH day of MARCH in the year of Our Lord two thousand and twenty five:

proceeding *sui juris*, *In Propria Persona*, by *Special Limited Appearance*,
All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.

By: 

Kevin Walker, Attorney-In-Fact, Secured Party,
Executor, **national**, private bank(er) EIN # 9x-xxxxxxx

Let this document stand as truth before the Almighty Supreme Creator and let it be established before men according as the scriptures saith: "But if they will not listen, take one or two others along, so that every matter may be established by the testimony of two or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every word be established" 2 Corinthians 13:1.

sui juris, By *Special Limited Appearance*,
All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.

By: 

Donnabelle Mortel (WITNESS)

sui juris, By *Special Limited Appearance*,
All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.

By: 

Corey Walker (WITNESS)

//

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Delfond Group, care of: 30650 Rancho California Road suite 406-251, Temecula, California [92591]. On or before March 20, 2025, I served the within documents:

1. **PLAINTIFFS' VERIFIED NOTICE AND DEMAND FOR IMMEDIATE NON-DISCRETIONARY EMERGENCY EX PARTE INJUNCTION AS A MATTER OF LAW WITHOUT HEARING.**
2. **Exhibits A through II.**
3. **NOTICE OF FILED ORDER GRANTING EMERGENCY EX PARTE INJUNCTION**
4. **ORDER GRANTING DEFAULT JUDGMENT AND SUMMARY JUDGMENT AS A MATTER OF LAW, WITHOUT HEARING, AND STRIKING DEFENDANTS' FILINGS**

By United States Mail. I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed below by placing the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepared. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail in Riverside County, California, and sent via Registered Mail with a form 3811.

Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,
Robert Gell, Joseph Sinz, Nicholas O Gruwell,

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

C/o MENIFEE JUSTICE CENTER
30755-D Auld Road
Murrieta, California [92563]
Registered Mail #RF775823115US

Steven-Arthur: Sherman
C/o STEVEN ARTHUR SHERMAN
1631 East 18th Street
Santa Ana, California [92705-7101]
Registered Mail #RF775823129US

Chad: Bianco
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd Floor
Riverside, California [92501]
Registered Mail #RF775823132US

Pam: Bondi
C/o U.S. DEPARTMENT OF JUSTICE
950 Pennsylvania Avenue, North West
Washington, District of Colombia [20530-0001]
Registered Mail #RF775823146US

By Electronic Service. Based on a contract, and/or court order, and/or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed below.

Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,
Robert Gell, Joseph Sinz, Nicholas O Gruwell,
C/o MENIFEE JUSTICE CENTER
30755-D Auld Road
Murrieta, California [92563]
ssherman@law4cops.com
jsinz@riversidesheriff.org
wpratt@riversidesheriff.org

Steven-Arthur: Sherman
C/o STEVEN ARTHUR SHERMAN
1631 East 18th Street
Santa Ana, California [92705-7101]
ssherman@law4cops.com
csherman@law4cops.com

Chad: Bianco
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd Floor
Riverside, California [92501]
ssherman@law4cops.com
csherman@law4cops.com

I declare under penalty of perjury under the laws of the State of California

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

that the above is true and correct. Executed on March 20, 2025 in Riverside County, California.

/s/Corey Walker/
Corey Walker

//

NOTICE:

Using a notary on this document does *not* constitute any adhesion, *nor does it alter my status in any manner*. The purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction.

//

//

ACKNOWLEDGEMENT:

State of California)

) ss.

County of Riverside)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 20th day of March, 2025, before me, Joyti Patel, a Notary Public, personally appeared Kevin Walker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Joyti Patel (Seal)

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

Kevin Walker, *sui juris, In Propria Persona*
C/o 30650 Rancho California Road #406-251
Temecula, California [92591]
non-domestic *without* the United States
Email: team@walkernovagroup.com

Attorney-In-Fact, Executor, and Authorized Representative,
for Real Party(ies) in Interest/Plaintiff(s)
™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©,
™KEVIN WALKER© IRR TRUST

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

™KEVIN WALKER© ESTATE, *et al.*,
Plaintiff(s)/Real Party(ies) in Interest,

vs.

Chad Bianco, *et al.*,
Defendant(s).

Case No.: 5:25-cv-00646-WLH-MA

**NOTICE OF FILED ORDER
GRANTING EMERGENCY EX
PARTE INJUNCTION**

**NOTICE OF FILED ORDER GRANTING EMERGENCY EX PARTE
INJUNCTION**

COMES NOW, Plaintiffs ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS
WALKER©, ™KEVIN WALKER© IRR TRUST (hereinafter "Plaintiffs" and/or
"Real Party(ies) in Interest"), by and through their Attorney-in-Fact, **Kevin: Walker**,
who is proceeding *sui juris, In Propria Persona*, and by *Special Limited*
Appearance (NOT generally). **Kevin** is **natural freeborn sovereign**, one of the
people, and **state Citizen** of California the republic in its De'jure capacity as one of
the several states of the Union 1789. This incidentally makes him a **non-citizen**
national/national American of the republic as per the De'jure Constitution for the
United States 1777/1789.

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 Plaintiffs, acting through their Attorney-in-Fact, assert their **inherent unalienable**
2 right to **contract**, as secured by **Article I, Section 10** of the **Constitution**, which
3 states: "**No State shall... pass any Law impairing the Obligation of Contracts,**" and
4 thus which **prohibits** states from impairing the obligation of **contracts**.
5 This clause **unequivocally** prohibits states from impairing the obligation of
6 contracts, including but not limited to, a trust and contract agreement as an
7 '**Attorney-In-Fact**,' and any private contract existing between Plaintiffs and
8 Defendants. A copy of the '**Affidavit: Power of Attorney In Fact**,' is attached hereto
9 as **Exhibits A** and incorporated herein by reference.

10 Plaintiffs further rely on their inherent rights under the **Constitution** and the
11 **common law** — rights that **predate** the formation of the tatse and remain
12 safeguarded by **due process of law**.

13 **I. 'Attorney-in-Fact' : Legal Authority and Recognition:**

14 An **attorney-in-fact** is a **private attorney** authorized by another to act on their
15 behalf in specific matters, as granted by a **power of attorney**. This authority can be
16 **limited to a specific act** or extend to **general business matters** that are not of a
17 legal character.

18 According to **Bouvier's Law Dictionary, Black's Law Dictionary (1st, 2nd, and 8th**
19 **editions), and the American Bar Association (ABA):**

- 20 • An **attorney-in-fact** derives their authority from a written instrument,
21 commonly referred to as a "**power of attorney**."
- 22 • A **constituent** may lawfully delegate authority to an **attorney-in-fact** to act in
23 their place.
- 24 • This designation is distinct from an **attorney-at-law**, as it pertains to an
25 individual acting under a **special agency or letter of attorney** for particular
26 actions.
- 27 • Even individuals who are otherwise disqualified from acting in their own legal
28 capacity, such as minors or married women (historically referred to as **femes**

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 coverts), may act as an **attorney-in-fact** for others if they have the necessary
2 understanding.

3 **Black's Law Dictionary** defines an **attorney-in-fact** as follows:

4 *"A person to whom the authority of another, who is called the constituent, is by him*
5 *lawfully delegated. The term is employed to designate persons who are under special*
6 *agency, or a special letter of attorney, so that they are appointed in factum, for the deed,*
7 *or special act to be performed; but in a more extended sense, it includes all other agents*
8 *employed in any business, or to do any act or acts in pais for another."*

9 The **American Bar Association (ABA)** further affirms that the individual named in
10 a **power of attorney** is legally referred to as an **agent** or **attorney-in-fact** and has the
11 authority to take **any action expressly permitted in the document**. The **American**
12 **Bar Association (ABA)** official website explicitly states:

13 *"The person named in a power of attorney to act on your behalf is commonly referred to*
14 *as your "agent" or "**attorney-in-fact**." With a valid power of attorney, your agent can*
15 *take **any** action permitted in the document."* See Exhibit AA.

16 **II. Statutory and U.C.C. Recognition of 'Attorney-in-Fact' Authority:**

17 The authority of an attorney-in-fact is explicitly recognized in various statutory and
18 commercial codes, reinforcing its binding nature:

- 19 • **U.C.C. § 3-402:** Establishes that an authorized representative, including an
20 attorney-in-fact, can bind the principal in contractual and financial
21 transactions.
- 22 • **28 U.S.C. § 1654:** Confirms that "**parties may plead and conduct their own**
23 **cases personally or by counsel**", reinforcing the Plaintiffs' right to self-
24 representation and the use of an attorney-in-fact.
- 25 • **26 U.S.C. § 2203:** Recognizes executors, including attorneys-in-fact, in matters
26 of estate administration and tax liability.
- 27 • **26 U.S.C. § 7603:** Acknowledges that an attorney-in-fact may lawfully receive
28 and respond to IRS summonses on behalf of the principal.

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

- 1 • **26 U.S.C. § 6903:** Confirms that fiduciaries, including attorneys-in-fact, are
- 2 recognized in tax matters and are legally bound to act in their principal's best
- 3 interest.
- 4 • **26 U.S.C. § 6036:** Establishes that attorneys-in-fact can handle affairs related
- 5 to the administration of decedent estates and trust entities.
- 6 • **26 U.S.C. § 6402:** Grants attorneys-in-fact the authority to receive and
- 7 negotiate tax refunds and credits on behalf of the principal.

8 Plaintiffs have clearly presented a valid "**Affidavit: Power of Attorney In**

9 **Fact**" (Exhibit A), which lawfully confers upon them the authority to act in this

10 matter. The legal principles established by the UCC and statutory law further

11 **reinforce the binding authority of Plaintiffs' affidavits and agreements.**

12 Defendants' assertion that a **trust cannot be represented by an attorney-in-fact**

13 **contradicts well-established statutory, commercial, and legal principles.** By

14 denying this legal reality, **Defendants engage in intentional misrepresentation**

15 **and mockery of long-standing legal doctrine, further demonstrating their lack of**

16 **credibility and bad faith in these proceedings**

17 **III. Constitutional Basis:**

18 Plaintiffs assert that their **private rights** are secured *and* protected under the

19 **Constitution, common law, and exclusive equity**, which govern their ability to

20 freely contract and protect their property and interests..

21 Plaintiffs respectfully assert and affirm:

- 22 • "The individual may stand upon his constitutional rights as a citizen. He is
- 23 entitled to carry on his **private** business in his own way. **His power to contract**
- 24 **is unlimited.** He owes no such duty [to submit his books and papers for an
- 25 examination] to the State, since he receives nothing therefrom, beyond the
- 26 protection of his life and property. His rights are such as existed by the law of
- 27 the land [Common Law] long antecedent to the organization of the State, and
- 28 can only be taken from him by due process of law, and in accordance with the

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 Constitution. Among his rights are a refusal to incriminate himself, and the
2 immunity of himself and his property from arrest or seizure except under a
3 warrant of the law. He owes nothing to the public so long as he does not
4 trespass upon their rights." (*Hale v. Henkel*, 201 U.S. 43, 47 [1905]).

- 5 • "The claim and exercise of a constitutional **right** **cannot** be converted into a
6 crime." — *Miller v. U.S.*, 230 F.2d 486, 489.
- 7 • "Where **rights** **secured** by the Constitution are involved, **there can be no rule**
8 **making or legislation** which would abrogate them." — *Miranda v. Arizona*,
9 384 U.S.
- 10 • "There can be no sanction or penalty imposed upon one because of this
11 exercise of constitutional **rights**." — *Sherar v. Cullen*, 481 F. 945.
- 12 • "A law repugnant to the Constitution is **void**." — *Marbury v. Madison*, 5 U.S. (1
13 Cranch) 137, 177 (1803).
- 14 • "It is not the duty of the citizen to surrender his rights, liberties, and
15 immunities under the guise of police power or any other governmental
16 power." — *Miranda v. Arizona*, 384 U.S. 436, 491 (1966).
- 17 • "An unconstitutional act is not law; it confers no rights; it imposes no duties;
18 affords no protection; it creates no office; it is, in legal contemplation, as
19 inoperative as though it had never been passed." — *Norton v. Shelby County*, 118
20 U.S. 425, 442 (1886).
- 21 • "No one is bound to obey an unconstitutional law, and no courts are bound to
22 enforce it." — *16 Am. Jur. 2d, Sec. 177, Late Am. Jur. 2d, Sec. 256*.
- 23 • "Sovereignty itself remains with the people, by whom and for whom all
24 government exists and acts." — *Yick Wo v. Hopkins*, 118 U.S. 356, 370 (1886).

25 **IV. Supremacy Clause:**

26 Plaintiffs respectfully assert and affirm that:

- 27 • **The Supremacy Clause of the Constitution of the United States (Article VI,**
28 **Clause 2) establishes that the Constitution, federal laws made pursuant to it,**

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 and treaties made under its authority, constitute the "supreme Law of the
2 Land", and thus take priority over any conflicting state laws. It provides
3 that state courts are bound by, and state constitutions subordinate to, the
4 supreme law. However, federal statutes and treaties must be within the
5 parameters of the Constitution; that is, they must be pursuant to the federal
6 government's enumerated powers, and not violate other constitutional limits
7 on federal power ... As a constitutional provision identifying the supremacy
8 of federal law, the Supremacy Clause assumes the underlying priority of
9 federal authority, albeit only when that authority is expressed in the
10 Constitution itself; no matter what the federal or state governments might
11 wish to do, they must stay within the boundaries of the Constitution

12 **V. TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

13 "Where there is no remedy, the law provides one. Equity regards as done that
14 which ought to be done." (*Maxims of Equity; Black's Law Dictionary, 1st Edition*).

15 PLEASE TAKE NOTICE that on this 20th Day of March, 2025, Plaintiffs have filed
16 and entered into the record the ORDER GRANTING EMERGENCY EX PARTE
17 INJUNCTION AS A MATTER OF LAW WITHOUT HEARING, which now
18 stands as self-executing and enforceable against all named Defendants and Does
19 1-100 Inclusive.

20 Said order is **mandatory, non-discretionary, and binding** upon Defendants by operation
21 of tacit procurement, collateral estoppel, and res judicata, given Defendants' failure to
22 rebut multiple verified affidavits that now stand as prima facie and conclusive evidence.

23 As established in *Hale v. Henkel*, 201 U.S. 43 (1906), un rebutted affidavits operate as
24 judicial admissions of fact and shall be treated as such.

25 **VI. LEGAL AUTHORITY AND DUTY TO COMPLY**

26 The Court is bound to enforce this injunction pursuant to:

- 27 1. Federal Rule of Civil Procedure 65(b)(1) – **Mandates** immediate injunctive relief
28 where irreparable harm is demonstrated and no adequate remedy at law exists.

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

- 1 **2. 42 U.S.C. § 1983** – *Holds liable any person who, under color of law, deprives another of*
2 *their rights secured by the Constitution.*
- 3 **3. 18 U.S.C. § 242** – *Criminalizes deprivation of rights under color of law and mandates*
4 *penalties for violators.*
- 5 **4. 18 U.S.C. § 241** – *Prohibits conspiracy to violate constitutional rights and imposes severe*
6 *criminal liability.*
- 7 **5. Marbury v. Madison, 5 U.S. 137 (1803)** – *"A law repugnant to the Constitution is void."*
8 *No court or officer may lawfully enforce an unconstitutional act.*
- 9 **6. Miranda v. Arizona, 384 U.S. 436 (1966)** – *"Where rights secured by the Constitution*
10 *are involved, there can be no rulemaking or legislation which would abrogate them."*
- 11 **7. Maxim of Law: "An unrebutted claim stands as truth in law."** (*Black's Law*
12 *Dictionary, 1st Edition*).

13 Given that Defendants have failed to rebut any affidavits and have engaged in fraud,
14 theft, extortion, racketeering, and deprivation of rights under color of law, this order is
15 now **final, enforceable, and must be adhered to immediately.**

16 **VII. MANDATORY PROVISIONS OF THE ORDER**

17 **Effective immediately** upon filing, Defendants are hereby restrained and enjoined from
18 the following unlawful acts:

- 19 **1. Engaging in any further harassment, stalking, surveillance, or intimidation of**
20 **Plaintiffs.**
- 21 **2. Interfering with Plaintiffs' right to travel, private property, or financial security.**
- 22 **3. Attempting any further extortion, coercion, or financial demands under color of**
23 **law.**
- 24 **4. Retaliating against Plaintiffs in any form related to this case.**

25 Violation of this order shall constitute willful obstruction of justice, deprivation of rights,
26 and further criminal acts, for which all involved parties shall be held personally liable
27 under 42 U.S.C. § 1983 and prosecuted under 18 U.S.C. §§ 241, 242, 1951 (Hobbs Act –
28 Extortion), and 1962 (RICO violations).

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

VIII. FINAL NOTICE TO THE COURT & DEFENDANTS

The Court and Defendants are now on legal and judicial notice that this order is executed and enforceable upon filing as a matter of law, equity, and commercial process.

Failure to comply or enforce this order shall result in:

- Further irreparable harm to Plaintiffs,
- Judicial complicity in ongoing constitutional violations,
- Personal liability and legal consequences under 42 U.S.C. § 1983 for any officials who fail to adhere to their legal obligations.

"Ignorance of the law is no excuse." (*Maxim of Law*). All parties are now bound and obligated to comply in full.

As a matter of law, this order is executed immediately upon filing and is enforceable without the need for further judicial review or hearing.

//

LIST OF EXHIBITS / EVIDENCE:

1. Exhibit A: Affidavit: Power of Attorney In Fact'
2. Exhibit B: Hold Harmless Agreement
3. Exhibit C: Private UCC Contract Trust/UCC1 filing #2024385925-4.
4. Exhibit D: Private UCC Contract Trust/UCC3 filing ##2024402990-2 .
5. E Exhibit E: Contract Security Agreement #RF775820621US, titled: NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON.
6. Exhibit F: Contract Security Agreement #RF775821088US, titled: NOTICE OF DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON
7. Exhibit G: Contract Security Agreement #RF775822582US, titled: NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD,

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE
COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION,
KIDNAPPING.

8. **Exhibit H:** Contract Security Agreement #RF775823645US, titled: Affidavit
Certificate of Dishonor, Non-response, DEFAULT, JUDGEMENT, and LIEN
AUTHORIZATION.

9. **Exhibit I:** Form 3811 corresponding to Exhibit E.

10. **Exhibit J:** Form 3811 corresponding to Exhibit F.

11. **Exhibit K:** Form 3811 corresponding to Exhibit G.

12. **Exhibit L:** Form 3811 corresponding to Exhibit H.

13. **Exhibit M:** INVOICE/TRUE BILL #RIVSHERTREAS12312024

14. **Exhibit N:** Copy of 'MASTER DISCHARGE AND INDEMNITY BOND'
#RF661448567US.

15. **Exhibit O:** Photograph(s) of Defendant/Respondent Gregory D Eastwood.

16. **Exhibit P:** Photograph(s) of Defendant/Respondent Robert C V Bowman.

17. **Exhibit Q:** Photograph(s) of Defendant/Respondent Willam Pratt.

18. **Exhibit R:** Affidavit 'Right to Travel': CANCELLATION, TERMINATION, AND
REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT
and AGREEMENT. LICENSE/BOND # B6735991

19. **Exhibit S:** Revocation Termination and Cancelation of Franchise.

20. **Exhibit T:** CITATION/BOND #TE464702, accepted under threat, duress, and
coercion.

21. **Exhibit U:** Photograph(s) of Private Transport's PRIVATE PLATE displayed on
the automobile

22. **Exhibit V:** Copy of "Automobile" and "commercial vehicle" defined by DMV
(Department of Motor Vehicles).

23. **Exhibit W:** Copy of CA CODE § 260 from <https://leginfo.legislature.ca.gov>.

24. **Exhibit X:** Copy of national/non-citizen national passport card #C35510079.

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

- 1 25. **Exhibit Y:** Copy of national/ non-citizen national passport book #A39235161.
- 2 26. **Exhibit Z:** TMKEVIN LEWIS WALKER© Copyright and Trademark Agreement.
- 3 27. **Exhibit AA:** Copy of American Bar Association's 'Attorney In Fact' Definition.
- 4 28. **Exhibit BB:** Copy of Rule 8.4: (Misconduct) of the American Bar Association.
- 5 29. **Exhibit CC:** Copy of the 'NOTICE OF STORED VEHICLE' evidencing where it
- 6 was "stolen from".
- 7 30. **Exhibit DD:** Copy of the \$27 'ONE TRIP PERMIT' / BOND and CASH RECEIPT
- 8 31. **Exhibit EE:** Copy of the \$4,298 'REGISTRATION' and the 'CASH RECEIPT' and
- 9 evidence of 'SPECIAL DEPOSIT'
- 10 32. **Exhibit FF:** Copy of the \$175 CASH RECEIPT
- 11 33. **Exhibit GG:** Copy of the \$374 CASH RECEIPT
- 12 34. **Exhibit HH:** Photograph of Defendant Nicholas O Gruwell and Lopez
- 13 (ID#4165).
- 14 35. **Exhibit II:** Photographs of Defendant stealing the Plaintiffs' private transport.
- 15 //

16 WORDS DEFINED GLOSSARY OF TERMS:

17 As used in this Affidavit, the following words and terms are as defined in this
18 section, non-obstante:

- 19 1. **Attorney-in-fact:** A private attorney authorized by another to act in his place and
20 stead, either for some particular purpose, as to do a particular act, or for the
21 transaction of business in general, not of a legal character. This authority is conferred
22 by an instrument in writing, called a "letter of attorney," or more commonly a "power
23 of attorney." A person to whom the authority of another, who is called the constituent ,
24 is by him lawfully delegated. The term is employed to designate persons who are
25 under special agency, or a special letter of attorney, so that they are appointed in
26 *factum*, for the deed, or special act to be performed; but in a more extended sense it
27 includes all other agents employed in any business, or to do any act or acts in pais for
28 another. Bacon, Abr. Attorney; Story, Ag. § 25. All persons who are capable of acting

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 for themselves, and even those who are disqualified from acting in their own capacity,
2 if they have sufficient understanding, as infants of proper age, and femes coverts, may
3 act as attorney of other. The person named in a power of attorney to act on your behalf
4 is commonly referred to as your "agent" or "attorney-in-fact." With a valid power of
5 attorney, your agent can take any action permitted in the document. — See Bouvier's
6 Law Dictionary, volumes 1, 2, and 3, page 282, Blacks Law Dictionary 1, 2nd, 8th, pages
7 105, 103, and 392 respectively, and the American Bar Association's website on 'Power
8 of Attorney' and 'Attorney-In-Fact'

9 2. **Attorney:** Strictly, one who is designated to transact business for another; a
10 legal agent. — Also termed attorney-in-fact; private attorney. 2. A person who
11 practices law; LAWYER. Also termed (in sense 2) attorney-at-law; public
12 attorney. A person who is appointed by another and has authority to act on
13 behalf of another. *See also* POWER OF ATTORNEY. *See, Black's Law Dictionary*
14 *8th Edition, pages 392-393, Oxford Dictionary or Law, 5th Edition, page 38,*
15 *American Bar Association's website.*

16 3. **financial institution:** a person, an individual, a private banker, a business engaged
17 in vehicle sales, including automobile, airplane, and boat sales, persons involved in
18 real estate closings and settlements, the United States Postal Service, a commercial
19 bank or trust company, any credit union, an agency of the United States Government
20 or of a State or local government carrying out a duty or power of a business described
21 in this paragraph, a broker or dealer in securities or commodities, a currency
22 exchange, or a business engaged in the exchange of currency, funds, or value that
23 substitutes for currency or funds, financial agency, a loan or finance company, an
24 issuer, redeemer, or cashier of travelers' checks, checks, money orders, or similar
25 instruments, an operator of a credit card system, an insurance company, a licensed
26 sender of money or any other person who engages as a business in the transmission of
27 currency, funds, or value that substitutes for currency, including any person who
28 engages as a business in an informal money transfer system or any network of people

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 who engage as a business in facilitating the transfer of money domestically or
2 internationally outside of the conventional financial institutions system. Ref, 31 U.S.
3 Code § 5312 - Definitions and application.

4 4. **individual:** As a noun, this term denotes a single person as distinguished from a
5 group or class, and also, very commonly, a private or natural person as distinguished
6 from a partnership, corporation, or association; but it is said that this restrictive
7 signification is not necessarily inherent in the word, and that it may, in proper cases,
8 include artificial persons. As an adjective: Existing as an indivisible entity. Of or
9 relating to a single person or thing, as opposed to a group.— See Black's Law
10 Dictionary 4th, 7th, and 8th Edition pages 913, 777, and 2263 respectively.

11 5. **person:** Term may include artificial beings, as corporations. The term means an
12 individual, corporation, business trust, estate, trust, partnership, limited
13 liability company, association, joint venture, government, governmental
14 subdivision, agency, or instrumentality, public corporation, or any other legal or
15 commercial entity. The term "person" shall be construed to mean and include
16 an individual, a trust, estate, partnership, association, company or corporation.
17 The term "person" means a natural person or an organization. -Artificial
18 persons. Such as are created and devised by law for the purposes of society and
19 government, called "corporations" or bodies politic." -Natural persons. Such as
20 are formed by nature, as distinguished from artificial persons, or corporations.
21 -Private person. An individual who is not the incumbent of an office. Persons
22 are divided by law into natural and artificial. Natural persons are such as the
23 God of nature formed us; artificial are such as are created and devised by
24 human laws, for the purposes of society and government, which are called
25 "corporations" or "bodies politic." — See Uniform Commercial Code (UCC) §
26 1-201, Black's Law Dictionary 1st, 2nd, and 4th edition pages 892, 895, and 1299,
27 respectively, 27 Code of Federal Regulations (CFR) § 72.11 - Meaning of terms,
28 and 26 United States Code (U.S. Code) § 7701 - Definitions.

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

- 1 6. **bank:** a **person** engaged in the business of banking and includes a savings
2 bank, savings and loan association, credit union, and **trust company**. The terms
3 "banks", "national bank", "national banking association", "member bank",
4 "board", "district", and "reserve bank" shall have the meanings assigned to
5 them in section 221 of this title. An institution, of great value in the commercial
6 world, empowered to receive deposits of money, to make loans, and to issue its
7 promissory notes, (designed to circulate as money, and commonly called "bank-
8 notes" or "bank-bills") or to perform any one or more of these functions. The
9 term "bank" is usually restricted in its application to an incorporated body;
10 while a **private individual** making it his business to conduct banking
11 operations is denominated a "banker." Banks in a commercial sense are of three
12 kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation. Strictly speaking,
13 the term "bank" implies a place for the deposit of money, as that is the most
14 obvious purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code §
15 221a, Black's Law Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117,
16 183-184, 139-140, and 437-439.
- 17 7. **discharge:** To cancel or unloose the obligation of a contract; to make an
18 agreement or contract null and inoperative. Its principal species are
19 rescission, release, accord and satisfaction, performance, judgement,
20 composition, bankruptcy, merger. As applied to demands claims, right of
21 action, incumbrances, etc., to discharge the debt or claim is to extinguish
22 it, to annul its obligatory force, to satisfy it. And here also the term is
23 generic; thus a dent , a mortgage. As a noun, the word means the act or
24 instrument by which the binding force of a contract is terminated,
25 irrespective of whether the contract is carried out to the full extent
26 contemplated (in which case the discharge is the result of performance) or
27 is broken off before complete execution. See, Blacks Law Dictionary 1st,
28 page.

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

- 1 8. **pay:** To *discharge* a debt; to deliver to a creditor the value of a debt, either in
2 money or in goods, for his acceptance. To pay is to deliver to a creditor the
3 value of a debt, either in money or In goods, for his acceptance, by which the
4 debt is discharged. See Blacks Law Dictionary 1st, 2nd, and 3rd edition, pages
5 880, 883, and 1339 respectively.
- 6 9. **payment:** The performance of a duty, promise, or obligation, or discharge of a
7 debt or liability. by the delivery of money or other value. Also the money or
8 thing so delivered. Performance of an obligation by the delivery of money or
9 some other valuable thing accepted in partial or full discharge of the obligation.
10 [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so
11 delivered in satisfaction of an obligation. See Blacks Law Dictionary 1st and 8th
12 edition, pages 880-811 and 3576-3577, respectively.
- 13 10. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability,
14 competency, liberty, permission, probability or contingency. — Regardless of the
15 instrument, however, whether constitution, statute, deed, contract or whatnot, courts
16 not infrequently construe "may" as "shall" or "must".— See Black's :aw Dictionary,
17 4th Edition page 1131.
- 18 11. **extortion:** The term "extortion" means the obtaining of property from another, with
19 his consent, induced by wrongful use of actual or threatened force, violence, or fear,
20 or under **color** of official right.— See 18 U.S. Code § 1951 - Interference with
21 commerce by threats or violence.
- 22 12. **national:** "foreign government", "foreign official", "internationally protected person",
23 "international organization", "national of the United States", "official guest," and/or
24 "non-citizen national." They all have the same meaning. See Title 18 U.S. Code § 112
25 - Protection of foreign officials, official guests, and internationally protected persons.
- 26 13. **United States:** For the purposes of this Affidavit, the terms "United States" and
27 "U.S." *mean only the Federal Legislative Democracy of the District of Columbia,*
28 *Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, and any other*

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 Territory within the "United States," which entity has its origin and jurisdiction
2 from Article 1, Section 8, Clause 17-18 and Article IV, Section 3, Clause 2 of the
3 Constitution for the United States of America. *The terms "United States" and*
4 *"U.S." are NOT to be construed to mean or include the sovereign, united 50 states of*
5 *America.*

6 14. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive
7 another of his right, or in some manner to do him an injury. As distinguished
8 from negligence, it is always positive, intentional. as applied to contracts is the
9 cause of an error bearing on material part of the contract, created or continued
10 by artifice, with design to obtain some unjust advantage to the one party, or to
11 cause an inconvenience or loss to the other. in the sense of court of equity,
12 properly includes all acts, omissions, and concealments which involved a
13 breach of legal or equitable duty, trust, or confidence justly reposed, and are
14 injurious to another, or by which an undue and unconscientious advantage is
15 taken of another. See Black's Law Dictionary, 1st and 2nd Edition, pages 521-522
16 and 517 respectively.

17 15. **color:** appearance, semblance. or simulacrum, as distinguished from that which
18 is real. A prima facie or apparent right. Hence, a deceptive appearance; a
19 plausible, assumed exterior, concealing a lack of reality; a a disguise or pretext.
20 See, Black's Law Dictionary 1st Edition, page 222.

21 16. **colorable:** That which is in appearance only, and not in reality, what it purports
22 to be. See, Black's Law Dictionary 1st Edition, page 2223

23 //

24 //

25 //

26 //

27 //

28 //

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

COMMERCIAL OATH AND VERIFICATION:

County of Riverside)
) Commercial Oath and Verification
The State of California)

I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS Affidavit of Truth regarding same signed and sealed this 20TH day of MARCH in the year of Our Lord two thousand and twenty five:

proceeding *sui juris*, *In Propria Persona*, by *Special Limited Appearance*,
All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.

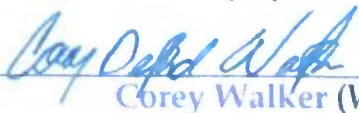
By: 
Kevin Walker, Attorney-In-Fact, Secured Party,
Executor, **national**, private bank(er) EIN # 9x-xxxxxxx

Let this document stand as truth before the Almighty Supreme Creator and let it be established before men according as the scriptures saith: "But if they will not listen, take one or two others along, so that every matter may be established by the testimony of two or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every word be established" 2 Corinthians 13:1.

sui juris, By *Special Limited Appearance*,
All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.

By: 
Donnabelle Mortel (WITNESS)

sui juris, By *Special Limited Appearance*,
All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.

By: 
Corey Walker (WITNESS)

//

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Delfond Group, care of: 30650 Rancho California Road suite 406-251, Temecula, California [92591]. On or before March 20, 2025, I served the within documents:

1. **PLAINTIFFS' VERIFIED NOTICE AND DEMAND FOR IMMEDIATE NON-DISCRETIONARY EMERGENCY EX PARTE INJUNCTION AS A MATTER OF LAW WITHOUT HEARING.**
2. **Exhibits A through II.**
3. **NOTICE OF FILED ORDER GRANTING EMERGENCY EX PARTE INJUNCTION**
4. **ORDER GRANTING EMERGENCY EX PARTE INJUNCTION.**

By United States Mail. I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed below by placing the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepared. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail in Riverside County, California, and sent via Registered Mail with a form 3811.

Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,
Robert Gell, Joseph Sinz, Nicholas O Gruwell,
C/o MENIFEE JUSTICE CENTER
30755-D Auld Road
Murrieta, California [92563]
Registered Mail #RF775823115US

Steven-Arthur: Sherman
C/o STEVEN ARTHUR SHERMAN

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1 1631 East 18th Street
Santa Ana, California [92705-7101]
2 Registered Mail #RF775823129US

3 Chad: Bianco
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd Floor
4 Riverside, California [92501]
5 Registered Mail #RF775823132US

6 Pam: Bondi
C/o U.S. DEPARTMENT OF JUSTICE
950 Pennsylvania Avenue, North West
7 Washington, District of Colombia [20530-0001]
8 Registered Mail #RF775823146US

9 By Electronic Service. Based on a contract, and/or court order, and/or an
10 agreement of the parties to accept service by electronic transmission, I caused the
11 documents to be sent to the persons at the electronic notification addresses listed
12 below.

13 Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,
Robert Gell, Joseph Sinz, Nicholas O Gruwell,
14 C/o MENIFEE JUSTICE CENTER
30755-D Auld Road
15 Murrieta, California [92563]
ssherman@law4cops.com
16 jsinz@riversidesheriff.org
wpratt@riversidesheriff.org

17 Steven-Arthur: Sherman
18 C/o STEVEN ARTHUR SHERMAN
1631 East 18th Street
19 Santa Ana, California [92705-7101]
ssherman@law4cops.com
20 csherman@law4cops.com

21 Chad: Bianco
C/o RIVERSIDE COUNTY SHERIFF
22 4095 Lemon Street, 2nd Floor
Riverside, California [92501]
23 ssherman@law4cops.com
24 csherman@law4cops.com

25 I declare under penalty of perjury under the laws of the State of California
26 that the above is true and correct. Executed on March 20, 2025 in Riverside County,
27 California.

28 /s/Corey Walker/
Corey Walker

Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

NOTICE:

Using a notary on this document does *not* constitute any adhesion, *nor does it alter my status in any manner*. The purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction.

//

ACKNOWLEDGEMENT:

State of California)

) ss.

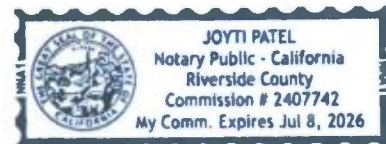
County of Riverside)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 20th day of March, 2025, before me, Joyti Patel, a Notary Public, personally appeared Kevin Walker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Joyti Patel (Seal)

1 UNITED STATES DISTRICT COURT STATE DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA, ESTERN DIVISION
3

4 TMKEVIN WALKER© ESTATE, *et al.*,
5 Plaintiff(s)/Real Party(ies) in Interest,

6 *vs.*

7 Chad Bianco, *et al.*,
8 Defendant(s).

Case No.: 5:25-cv-00646-WLH-MAA

Judge: Wesley L Hsu

9
10
11
12
13
14
15 **ORDER GRANTING EMERGENCY EX PARTE INJUNCTION**

16 THIS MATTER comes before the Court on Plaintiffs' Verified Notice and Demand for
17 Immediate Non-Discretionary Emergency Ex Parte Injunction as a Matter of Law
18 Without Hearing. Having reviewed the pleadings, affidavits, and supporting evidence,
19 and finding good cause shown, the Court finds and orders as follows:

20 **FINDINGS OF FACT**

- 21 1. Plaintiffs have established immediate and irreparable harm, including but
22 not limited to:
- 23 1. Unlawful theft, seizure, and conversion of private trust property
24 (automobile/private transport).
- 25 2. Extortion and financial coercion amounting to \$4,388 USD under color
26 of law.
- 27 3. Ongoing harassment, stalking, surveillance, and intimidation of
28 Plaintiffs by Defendants.

4. Unconstitutional deprivation of Plaintiffs' unalienable right to travel and private property.

5. Threats to Plaintiffs' life, liberty, security, and financial interests.

2. Defendants have failed to rebut multiple verified affidavits, and by operation of tacit procurement, collateral estoppel, and res judicata, the claims set forth therein are now admitted and established as conclusive fact.

3. Federal Rule of Civil Procedure 65(b)(1) mandates that a temporary restraining order must be issued ex parte where:

- **Specific facts in an affidavit or verified complaint clearly show that immediate and irreparable injury will result before the adverse party can be heard in opposition; and**
- The movant has **certified in writing** why notice should not be required.

4. Defendants' actions constitute clear violations of federal law, including but not limited to:

- **42 U.S.C. § 1983 – Civil Action for Deprivation of Rights Under Color of Law**
- **18 U.S.C. § 242 – Criminal Deprivation of Rights Under Color of Law**
- **18 U.S.C. § 241 – Conspiracy Against Rights**
- **18 U.S.C. § 1951 – Hobbs Act (Extortion and Coercion)**
- **18 U.S.C. § 1962 – RICO (Racketeer Influenced and Corrupt Organizations Act)**

5. **Plaintiffs have demonstrated that no adequate remedy at law exists, as**
monetary damages alone cannot compensate for ongoing threats, intimidation,
and state-sanctioned harassment.

ORDER

THEREFORE, IT IS HEREBY ORDERED THAT:

1. Defendants, their agents, employees, and all persons acting in concert with them are immediately and permanently enjoined and restrained from:

1 a. Engaging in any further harassment, stalking, surveillance, or
2 intimidation of Plaintiffs.

3 b. Interfering with Plaintiffs' right to travel, private property, or financial
4 security.

5 c. Attempting any further extortion, coercion, or financial demands under
6 color of law.

7 d. Retaliating against Plaintiffs in any form related to this case.

8 2. Defendants shall immediately return all unlawfully seized private trust
9 property (automobile/private transport) to Plaintiffs, without further delay
10 or financial obligation.

11 3. Any violation of this Order shall result in immediate legal and equitable
12 consequences, including but not limited to:

13 a. Personal liability for all individual actors involved.

14 b. Federal civil rights violations under 42 U.S.C. § 1983.

15 c. Criminal prosecution under 18 U.S.C. §§ 241, 242, 1951, and 1962.

16 4. This Order shall take immediate effect upon filing and shall remain in
17 force until further order of this Court.

18 **IT IS SO ORDERED.**

19 **DONE AND ORDERED** in the Central District of California on March ___, 2025.

20
21 _____
22 Hon. Wesley L Hsu
23
24
25
26
27
28

- Exhibit CC-**NOTICE OF STORED VEHICLE (22852 CVC)**

NOTE: CHP 180 IS FURNISHED TO ALL PEACE OFFICERS BY THE CALIFORNIA HIGHWAY PATROL

REPORTING DEPARTMENT RIVERSIDE CO. SH. RIFE		LOCATION CODE 3300	DATE / TIME OF REPORT 03/19/25	NOTICE OF STORED VEHICLE DELIVERED PERSONALLY <input type="checkbox"/>	FILE NO. TE250780048
LOCATION TOWED / STOLEN FROM 32401 TENCIVA PKWY TENCIVA		ODOMETER READING		VIN CLEAR IN SVS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	DATE / TIME DISPATCH NOTIFIED 03/19/25
YEAR 2019	MAKE LAND ROVER	MODEL URUS	BODY TYPE SUV	LIC CLEAR IN SVS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	LOG NO.
VEHICLE IDENTIFICATION NO. ZPB0A1ZL9KLA02762			COLOR BLACK	LICENSE NO. [REDACTED]	ONE MONTH / YEAR 03/24 CA
REGISTERED OWNER KEVIN LEWIS WALKER			ENGINE NO.	VALUATION BY <input checked="" type="checkbox"/> OFFICER <input type="checkbox"/> OWNER	STATE
[REDACTED]			SAME AS R/O	0-500 <input type="checkbox"/> 501-4000 <input checked="" type="checkbox"/> 4001+ <input type="checkbox"/>	
			LEGAL OWNER		

<input checked="" type="checkbox"/> STORED		<input type="checkbox"/> IMPOUNDED		<input type="checkbox"/> RELEASED		<input type="checkbox"/> RECOVERED - VEHICLE / COMPONENT	
TOWING / STORAGE CONCERN (NAME, ADDRESS, PHONE) 32401 TENCIVA PKWY TENCIVA SC R TOW 702 274-0372						STORAGE AUTHORITY / REASON 22852(6) VC	
REASON FOR STOP 4000(6) VC				AIRBAG? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		DRIVEABLE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CONDITION		YES	NO	ITEMS		YES	NO
WRECKED				SEAT (FRONT)		REGISTRATION	
BURNED HULK per 431(c) CVC				SEAT (REAR)		ALT / GENERATOR	
VANDALIZED				RADIO		BATTERY	
ENG. / TRANS STRIP				TAPE DECK		DIFFERENTIAL	
MISC. PARTS STRIP				TAPE		TRANSMISSION	
BODY METAL STRIP				OTHER RADIO		AUTOMATIC	
SURGICAL STRIP per 431(b) CVC				IGNITION KEY		MANUAL	
RELEASE VEHICLE TO: <input type="checkbox"/> R/O OR AGENT <input type="checkbox"/> AGENCY HOLD <input type="checkbox"/> 22850.3 CVC				GARAGE PRINCIPAL / AGENT STORING VEHICLE (SIGNATURE) [REDACTED]			
NAME OF PERSON / AGENCY AUTHORIZING RELEASE				I.D. NO.		DATE	
SIGNATURE OF PERSON AUTHORIZING RELEASE				CERTIFICATION: I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM LEGALLY AUTHORIZED AND ENTITLED TO TAKE POSSESSION OF THE ABOVE DESCRIBED VEHICLE			
				SIGNATURE OF PERSON TAKING POSSESSION			

SEE REVERSE FOR INFORMATION

- Exhibit DD-



ONE TRIP PERMIT

(PERMIT MUST BE COMPLETED PRIOR TO VEHICLE OPERATION)

INDICATE TYPE OF TRIP:
☐ ONE CONTINUOUS TRIP
☒ ONE ROUND TRIP

NAME MR KEVIN WALKER

ADDRESS 50 RANCHO CALIFORNIA RD

CITY Temecula STATE California

This vehicle has not been driven, moved, towed, parked or left standing on any public streets or highways so as to cause registration fees to become due.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE 3/19/25 SIGNATURE [Signature]
REG 402T (REV 1/2019)

VEHICLE IDENTIFICATION NUMBER <u>Z1BVA1-29153A2-70</u>	
MAKE OF VEHICLE <u>CAMARO</u>	YEAR MODEL <u>2019</u>
VEHICLE LICENSE PLATE NUMBER	
LOCATION OF VEHICLE AT DEPARTURE	
CITY <u>Temecula</u>	STATE <u>California</u>
DESTINATION OF VEHICLE	
CITY <u>Las Vegas</u>	STATE <u>Nevada</u>
DATE OF DEPARTURE	
MONTH <u>03</u>	DAY <u>19</u> YEAR <u>2025</u>
ANY BLANK, ILLEGIBLE, OR ALTERED DATE INVALIDATES THIS PERMIT	
6517472 OT	
CUSTOMER COPY	

- Exhibit DD-



CUSTOMER RECEIPT COPY

ONE TRIP PERMIT

DATE ISSUED
03/19/25

VEH ID/VESSEL HULL NUMBER

LICENSE/CF NUMBER

AMOUNT DUE	AMOUNT RECVD	AMOUNT PAID
27.00	100.00 -CASH	27.00
	-CHCK	
	-CRDT	
	73.00 CASH BACK	

INVENTORY ISSUED:

CD	BEGIN	END	QNTY
E27	6517472	6517472	001



672 031925 44 0007 V00 000002700 C

- Exhibit EE-

INSTRUCTIONS.
FOR PLACEMENT
SEE BACK OF SLICKER
DO NOT MEL SLICKER.



REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE
IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE
UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE
OFFICER. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM
TO RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE
CURRENT STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST
BE PAID BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE
IMPOSED. CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED
TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY
INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES,
TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE
VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



REGISTRATION CARD VALID FROM: 03/16/2024 TO: 03/16/2026

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
LAMO	2019	0000	MA	2023	170	11	
BODY TYPE MODEL	MP	MO					VEHICLE ID NUMBER
UT	G	GC					ZPBUA1ZL9KLA02762
TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC		STICKER ISSUED	
AUTOMOBILE	03/19/25	33	03/19/25	8		D2467502	
						PR EXP DATE:	03/16/2024
REGISTERED OWNER						AMOUNT PAID	
WALKER KEVIN LEWIS						\$ 4298.00	
30650 RANCHO CALIFORNIA RD							
APT 406 251							
TEMECULA							
CA 92591							

AMOUNT DUE \$ 4298.00
AMOUNT RECVD
CASH :
CHCK :
CRDT : 4298.00

- Exhibit FF-

Riverside County
VICR FEE
Case# FE-250780048

RECEIPT		DATE <u>03/19/25</u>	No. <u>797563</u>
RECEIVED FROM <u>Corey Walker</u>		<u>\$175.00</u>	
<u>one-hundred seventy-five</u>		<u>00</u> DOLLARS	
<input checked="" type="radio"/> FOR RENT VICR Fee 2019 Lamborghini VES lp: 9FBE310			
<input checked="" type="radio"/> CASH		FROM _____ TO _____	
<input type="radio"/> CHECK			
<input type="radio"/> MONEY ORDER			
<input type="radio"/> CREDIT CARD			
ACCOUNT			
PAYMENT	<u>175.00</u>		
BAL. DUE			
BY <u>Arriaga N7307</u>			
3-11			

3/19/25, 4:50 PM



S&R Tow Temecula

1060 Airport Rd., Oceanside Ca 92058

Phone: (760) 547-1724 | Fax :

Payments can be made online by visiting twbk.co/hgKMTh

Invoice

Exhibit GG-

Impound Invoice

Printed 3/19/2025

Owner

Kevin Lewis Walker

Released To

Corey Walker

Invoice #

25-0319-148990

Call #

148990

Stock #

22482296

Case #

TE250780048

Account

Temecula Police Department

Date/Time Requested

3/19/2025 9:16 AM

Date/Time Dispatched

3/19/2025 9:16 AM

Date/Time Arrived to scene

3/19/2025 9:24 AM

Date/Time Completed:

3/19/2025 10:16 AM

Date/Time Impounded:

3/19/2025 10:16 AM

Driver

LEE 312 7a

Truck

121 FB

Date/Time Released:

3/19/2025 4:49 PM

Days Held in Impound

1 days

Reason for
Impound

22651 (O) EXPIRED REGISTRATION

VIN Number

ZPBUA1ZL9KLA02762

Model

2019 Lamborghini Urus (Gray)

Odometer

1234

License Plate

9FBE320 (CA)

Drivable

Yes

Keys

No

Towed from

Temecula Pkwy & Apis Rd, Temecula, CA 92592, USA (EOS Fitness)

Stored at

Temecula Yard
44564 Pechanga Parkway, Temecula Ca 92592

Storage charges	Quantity	Price	Line Total
(Storage - Storage Fees) Impounds/Storage: Daily Impound Rate	1	\$79.00	\$79.00
Towing charges	Quantity	Price	Line Total
(Towing) Tow/Hourly (Portal to Portal) (price per hour)	1 (1 h)	\$295.00	\$295.00
		Towing SubTotal	\$295.00
		Storage - Storage Fees SubTotal	\$79.00
		Subtotal	\$374.00
		Taxes	\$0.00
		Grand Total	\$374.00
		Amount Due:	\$0.00 / Paid
Square payment (Ref # Tvzm) of \$374.00 applied on 3/19/2025			

S&R Tow Temecula appreciates your business; if you have any questions regarding this invoice, please contact us at (760) 547-1724.

Signature: _____

Date: _____

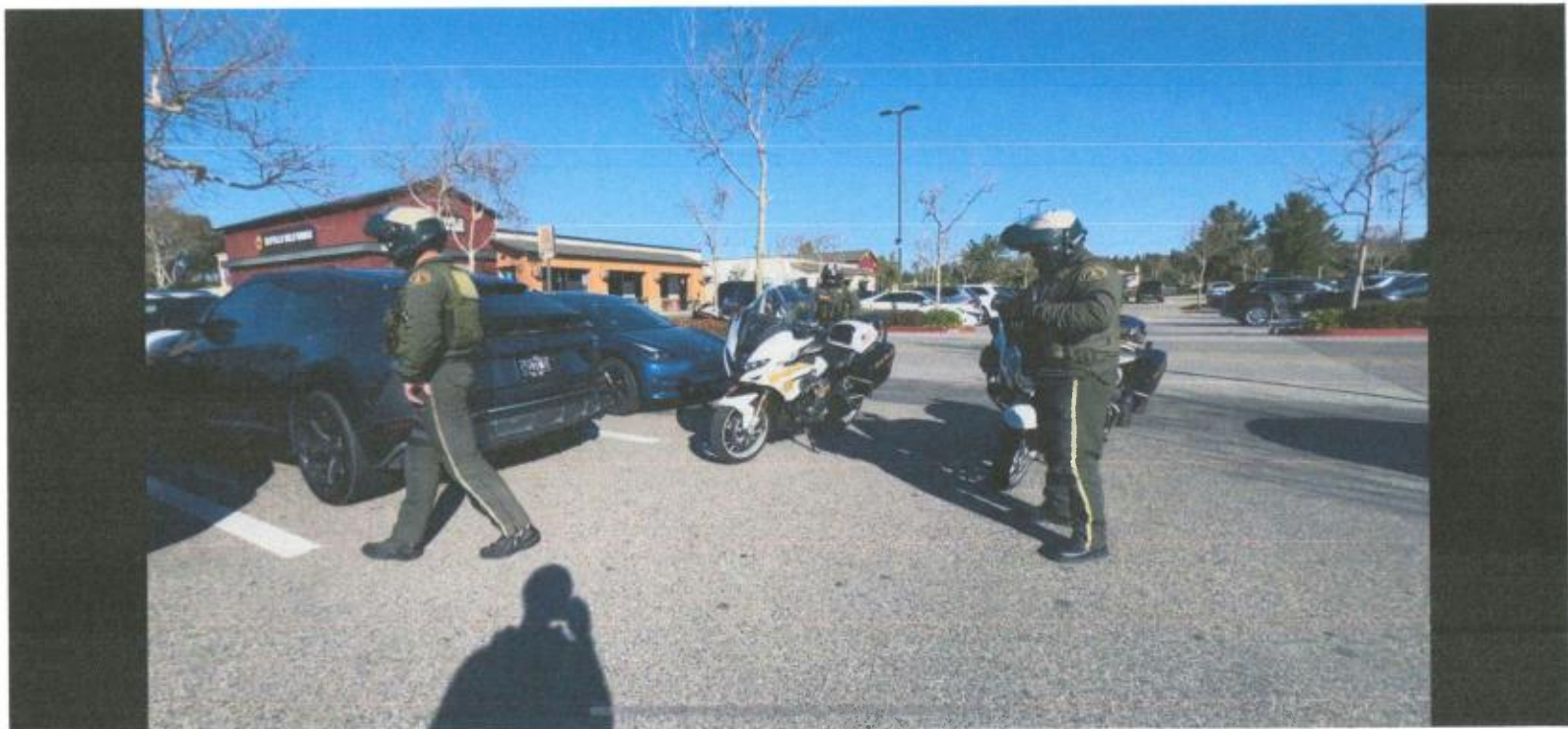
CA# 55056 USDOT: 1757147

Upon request, you are entitled to receive a copy of the Towing and Storage Fees and Access Notice

- Exhibit HH-



- Exhibit II-



- Exhibit II-



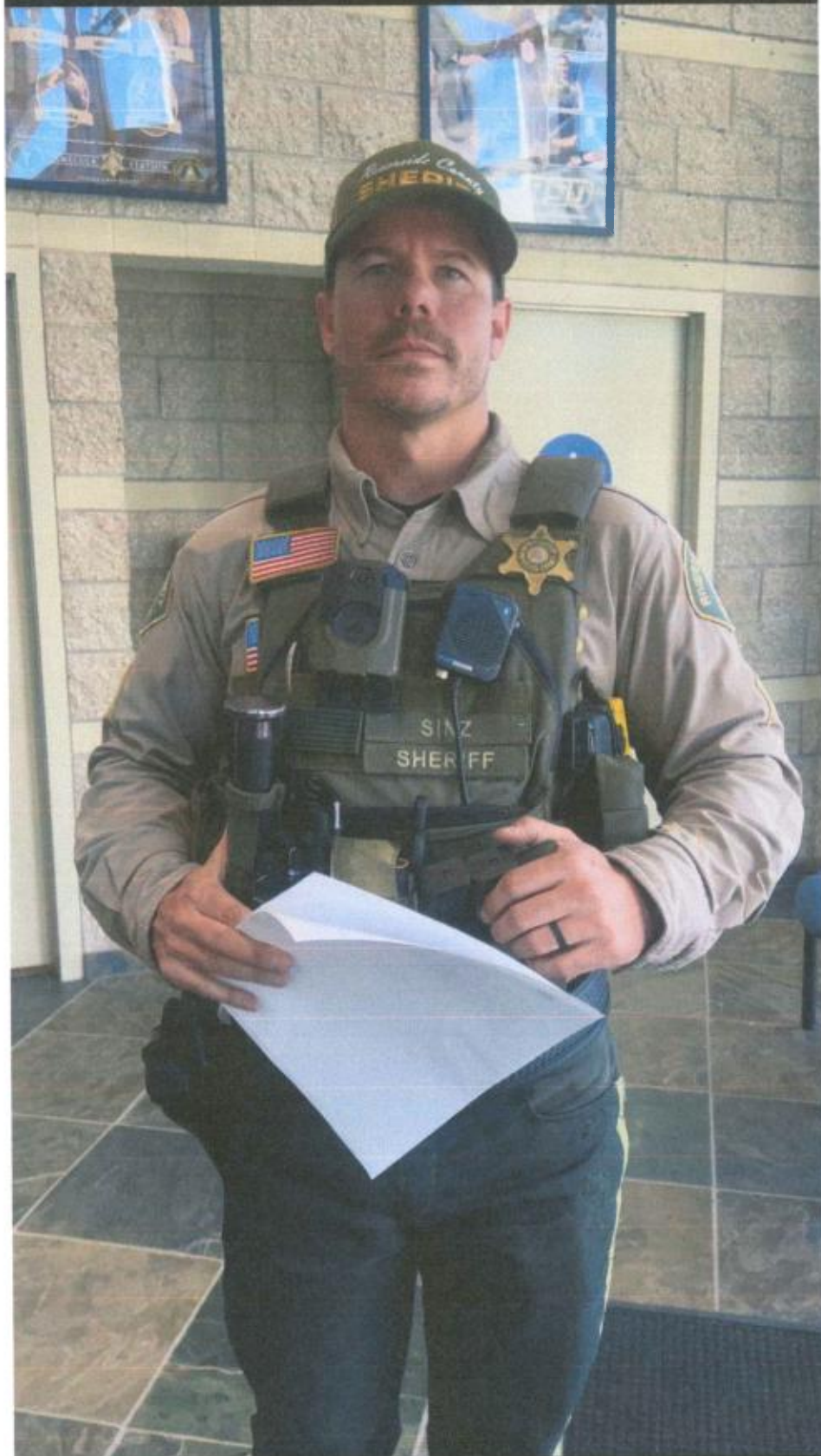
- Exhibit II-



- Exhibit II-



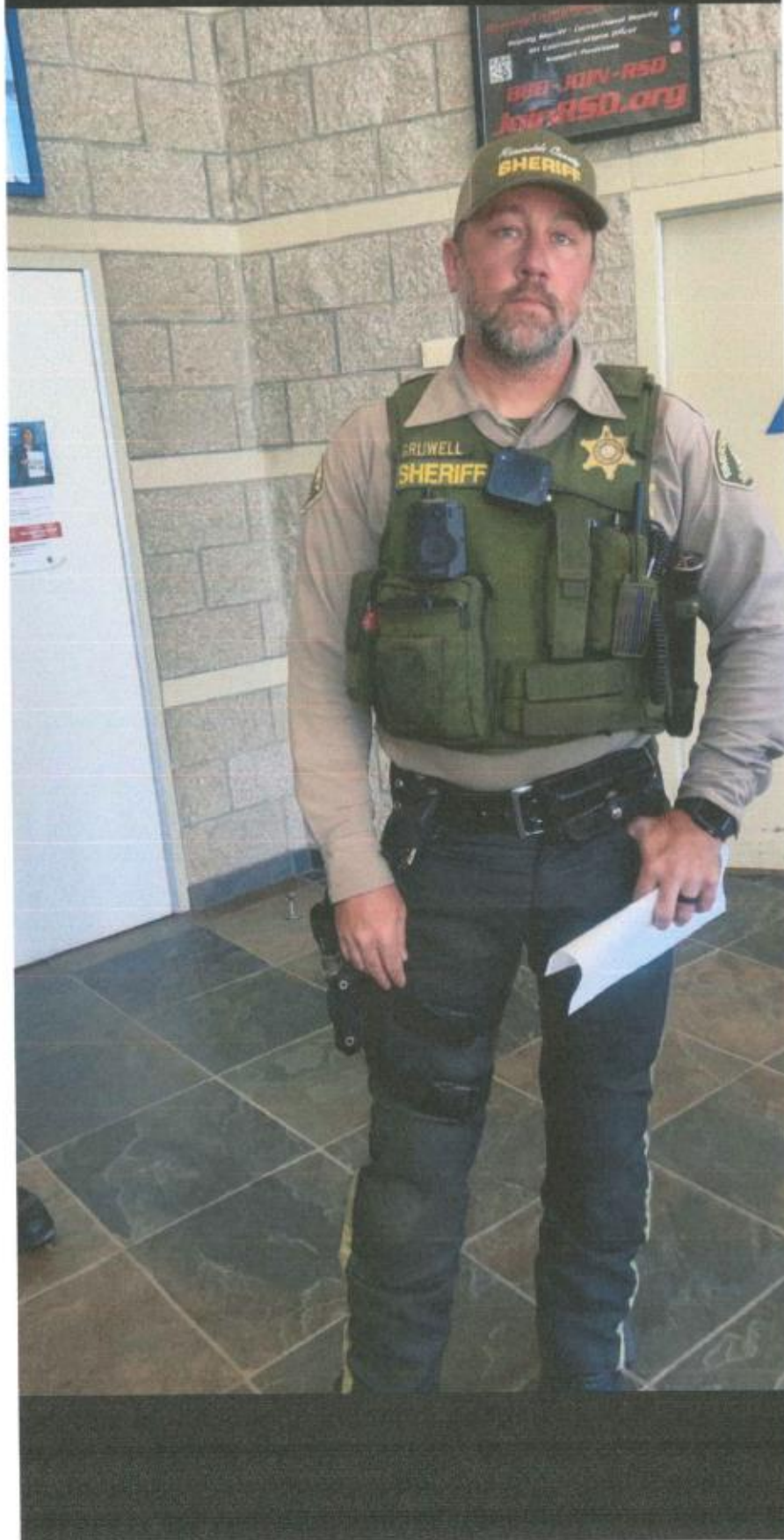
- Exhibit JJ-



- Exhibit KK-



- Exhibit LL-





**PRIORITY
MAIL
EXPRESS®**



FLAT RATE ENVELOPE

ONE RATE ■ ANY WEIGHT

To schedule free Package Pickup,
scan the QR code.



USPS.COM/PICKUP

VISIT US AT USPS.COM®
ORDER FREE SUPPLIES ONLINE



EP13F October 2023
OD: 12 1/2 x 9 1/2

GUARANTEED* ■ TRACKED ■ INSURED

For Domestic shipments, the maximum weight is 70 lbs. For international shipments, the maximum weight is 20 lbs.